

E-BID
TO
SET UP
CAFETERIA AT AMBER PALACE,
JAIPUR

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines, positioned below the main text.

Terms and condition for participating in tender to set up a Cafeteria at Amber Palace, jaipur

The bidder would be a firm having rich experience in operating and managing such Cafeteria and capable of serving the wide range of hot beverages, fast foods and snacks etc

1. निविदा में भाग लेने वाले निविदादाताओं को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। ऑनलाइन निविदा में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट इन्फोरमेशन टेक्नोलॉजी एक्ट-2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में हस्ताक्षर करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट सी.सी.ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाताओं के पास पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
2. निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉरमेट में उपरोक्त वेबसाईट पर डिजिटल हस्ताक्षर के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल हस्ताक्षर के साथ नहीं होंगे उनके प्रस्ताव स्वीकार नहीं किये जायेंगे।
3. इलेक्ट्रॉनिक निविदा प्रपत्र को जमा करवाने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ संलग्न कर दी गयी है।
4. किसी निविदादाता द्वारा यदि इलेक्ट्रॉनिक निविदा प्रपत्र जमा करवाने में देरी हो जाती है तो उसके लिए यह विभाग जिम्मेदार नहीं होगा।
5. निविदा प्रपत्र की सभी सूचियों को सम्पूर्ण रूप से भरकर ऑनलाइन दर्ज करें।
6. ऑनलाइन निविदा भरते समय संबंधित निर्देशों की पालना नहीं करने के परिणामस्वरूप निविदा प्रक्रिया में उत्पन्न किसी प्रकार की बाधा के लिए यह विभाग जिम्मेदार नहीं होगा।
7. बिड जारी करने के उपरांत बिड शर्तों में संशोधन वेबसाईट <http://museumsrajasthan.gov.in>, <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> पर ही जारी किये जायेंगे। बिडर्स द्वारा वेब (ई-मेल) पर संशोधन/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
8. **Eligibility**
 - 8.1. The Applicant Firm should have an average annual turnover of minimum Rs. 100 cr. during the last 3 years (The Firm's turnover should be duly authenticated and attested by a qualified Chartered Accountant.)
 - 8.2. The Applicant Firm and/or Proprietor should have the networth of Rs. 50 cr. (as on 31 March, 2016) (The Firm's net worth should be duly authenticated and attested by a qualified Chartered Accountant.)
 - 8.3. The Applicant should have an experience of running Cafeteria shops for more than 5 years having pan India presence with at least 100 retail coffee shops. (The Firm should submit the supporting documents to prove their experience.)
 - 8.4. The Applicant Firm should have the experience of running cafeteria at renowned tourist sites.

9. The Bid documents may also be download from website <http://museumsrajasthan.gov.in>, <http://sppp.raj.nic.in> upto dated 20-12-2017 05.00 P.M. Last Date & Time of online submission of bid dated 21-12-2017 upto 2.30 P.M. Technical bid will be opened at 3.30 P.M. on 21-12-2017 In case of Holiday, Bid can be submitted/opened on next working day.

10. The process of selection will be a two stage bidding process i.e. a technical bid and a financial bid.

Part – A (Technical Bid) :- Technical bid will contain the documented proof of bidders capability in the field. The technical bid duly filled in the annexed format must be supplemented with the copy of PAN Card, GST Registration, acknowledgement of monthly GST return, Annual turnover certificate, Registration copy of company/firm, Net worth certificate other credentials in support of experience alongwith the details. Technical Bid shall contain the firm's detailed Balance sheet, P&L statement for the last 3 years. Firm should attach the document of turnover and Net worth duly authenticated & attested by qualified C.A. Scanned copies of D.D. for bid security, bid fees, bid processing fees shall be uploaded alongwith the technical bid.

Part – B (financial Bid) :- Financial bid will contain only the financial offer. Bidders may quote any amount higher than the minimum license fee (Rs. 2.00 lakh Plus taxes as applicable) Prescribed by the department as license fee. Financial Proposals of only those firms found technically qualified after evaluation shall be opened. Evaluation of the Firm shall be made by the Committee based on eligibility parameters as prescribed by the Department. Department will intimate the date & time of opening of financial bid on the website <http://museumsrajasthan.gov.in>, <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in>. Financial bid has to be uploaded seperetely only in the form of Excel Sheet. It should not be uploaded alongwith the technical bid.

11. Any firm which is already operating in any museum or monument which are under the control of Department shall have to furnish a No Dues Certificate from the concerned Superintendent or Curator alongwith the tender document failing which their bid will not be considered.

12. The Bid fee & Bid security in the form of D.D./bankers cheque in favour of Director, Archaeology and Museums Department, Rajasthan Jaipur and Bid Processing fee in form of D.D. in favour of M.D., R.I.S.L., Jaipur should be Submitted till dated 21-12-2017 upto 2.30 PM in this Office. Otherwise their bid shall not be considered.

13. Minimum license fee is fixed as Rs. 2.00 lakh Plus taxes as applicable per month for Cafeteria. In the Financial bid the bidder may quote any amount higher than the minimum license fee as prescribed by the department. The license fee shall be increased by 10% every year over and above the amount that of the previous year.

14. The Firm should have an average annual turnover of more than Rs. 100 cr. in the last 3 years (as per the Audited Balance Sheet). The Firm should have a net worth of Rs. 50 cr. (firm's turnover and Net worth documents should be duly attested and certified by a qualified Chartered Accountant) and the Firm should have more than 10 years experience of running Cafeteria having pan india presence in at least 300 retail coffee shops and should have the experience of working in a world heritage site.
15. The Online bid notice (Advertisement published in news paper) is also part of this bid document.

16. Responsibilities/Liabilities of the Licensee.

- 16.1 The entire cost of the staff engaged and the recurring cost shall be borne by the licensee.
- 16.2 The entire cost of refurbishing the outlet and the Cafeteria will be borne by the licensee.
- 16.3 The licensee shall arrange all service equipment as necessary for providing services of a high standard.
- 16.4 The electricity & water charges shall be borne by the licensee. The licensee will deposit these charges on monthly basis along with license fee.
- 16.5 All taxes shall be borne by the licensee himself.
- 16.6 All licenses required to operate the café will be the responsibility of Licensee.
- 16.7 License fee will be a feature of the agreement and offer indicated as per the financial bid (Part II).
- 16.8 The payment of license fee will be done on monthly basis through by D.D. in favour of **Superintendent, Amber Palace, Jaipur.**
- 16.9 License fee shall be deposited by the 10th day of successive month failing which interest @ 18% per annum will be charged. The 10 days grace period is admissible only when the license fee has been deposited by 10th of successive month, otherwise interest shall be charged from first day of successive month.
- 16.10 The licensee will place signboards, signage's, neon signs, menu boards etc at his own cost only after due approval of concerned Superintendent, Archaeology & Museum.
- 16.11 The licensee will not alter/deface any of the permanent structures, or part thereof.
- 16.12 Timing of outlet and Cafeteria will in sync with the monument timing.
- 16.13 The licensee will provide waste collection bins within the outlet and near each Cafeteria with message for proper disposal of waste.
- 16.14 The liabilities, if arising out on account of quality of the product, hygiene, storage etc. shall be exclusively borne by the licensee.
- 16.15 The licensee shall display the selling price/Maximum retail price (MRP) of the products at the outlets for the convenience of the consumers/tourists.
- 16.16 The licensee will pay water and electricity consumption charges on the basis of actual consumption thereof. The installation charges of these consumptions shall be borne by the same.

- 16.17 The licensee shall ensure to have enough stocks of its products at Cafeteria.
- 16.18 The licensee shall provide its complete range of proprietary beverages, snacks by installing vending machines for the hot proprietary beverages at the locations for catering the consumers/ tourists needs.

17. Duration of the Agreement

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

18. Termination of the Agreement

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

19. Work Performance Security

- 19.1 The licensee shall deposit a work performance security amount equivalent to 5% of license fee of sixty months in the form of FDR /Demand draft/Bank Guarantee drawn in favour of Director, Archaeology & Museums Department, Jaipur. Bid security may be adjusted against work performance security on request. Work Performance Security shall be refunded after satisfactory completion of the agreement period. No interest will be payable on deposit at the time of refund.
- 19.2 In case of termination of service by the licensee prior to the stipulated notice period, the work performance security shall stand forfeited and penalty will be charged as per RTPP Act 2012 & Rules 2013.

20. Resolution of Disputes

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

21. Miscellaneous

- 21.1 The licensee would be responsible for all-legal and administrative procedures and compliances for the day-to-day operations.
- 21.2 The licensee shall indemnify Director of Archaeology and Museum department of all the financial losses that it may incur by virtue or any legal default/infringement.
- 21.3 The licensee shall ensure uninterrupted services at and from the licensed area during the specified working hours.



- 21.4 The licensee will ensure compliance of all provisions of the Rajasthan Monuments, Archaeological Sites and Antiquities Act, 1961 and Rules, 1968 made there under.
- 21.5 The Selection committee reserves the right to accept or reject any offer (bid) without assigning any reason.
- 21.6 The licensee shall execute an agreement on non judicial stamp paper of specified value at its cost within a period specified by department or as per Rules in writing with concerned Superintendent, Archeology & Museum Department incorporating the above terms & conditions, before taking possession of the specified monuments.
- 21.7 In regard to any dispute arising out of these tender conditions, the decision of the Director, Archeology & Museum Department shall be final.
- 21.8 The Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules 2013 will be applicable for this bid.
- 21.9 The site for Cafeteria at Amber Palace, Jaipur can be seen on any working day by contacting concerned Superintendant.

22. **Any person participating in a procurement process shall-**

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

23. **Conflict of interest :-**

The bidder participating in a bidding process must not have a conflict of interest.

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

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

- (a) Have controlling partners/shareholders in common or
- (b) Receive or have received any direct or indirect subsidy from any of them
- (c) Have the same legal representative for purposes oth bid
- (d) Have a relationship with each other, drrectly or through common third parties that puts them in a position to have access to information about or influence on the bid

- of another bidder or influence the decisions of the procuring entity regarding the bidding process
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However this does not limit the inclusion of the same subcontractor nor otherwise participation as bidder in more than one bid
 - (f) The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the bid.
 - (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract
24. Grievance redressal during procurement process shall be as per annexure-C of RTPP rules. The first appellate authority is Dy. Secretary to Govt., Art & Culture and second appellate authority is A.C.S. Art and culture.

Director, Archaeology & Museum, Rajasthan, Jaipur reserves the right to cancel/postpone/extend/modify this bid, thus published, without showing any cause to anyone. However, any communication related to cancellation/ postponement/ extension/modification will only be published in the official websites:
<http://museumsrajasthan.gov.in>, <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in>



Director,

Archaeology and Museums

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

Signature of Authorized signatory

Name of Bidder :

Date :

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of in response to their Notice inviting Bid No. Date 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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- 5- I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document which materially affects fair competition.

Date :

Place :



Signature of bidder

Name :

Designation:

Address:

**DEPARTMENT OF ARCHAEOLOGY & MUSEUM
(GOVERNMENT OF RAJASTHAN)**

OFFER FORM

PART-I

(TECHNICAL OFFER)

Offer for set up a Cafeteria at Amber Palace, Jaipur

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

S.No.	Particulars	Year	Amount in Lacs	Page no. of referred document submitted	Remarks
1	Turnover	2013-14			
		2014-15			
		2015-16			
		Total			
		Average Annual turn over			

5. Fixed Assets of the bidders/company/Firm Rs. Lacs

Note :- Firm's Turnover and Fix Assests documents should be duly attested and certified by a qualified Chartered Accountant

6. Details of Business in such operations.
(Attach Details)
7. Attach details of equipment and staff proposed to be deployed.
8. Details of Bid security deposited :
 - (a) Amount deposited : Rs.
 - (b) Draft No.....

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



(Signature of authorized signatory)

Name & Designation :

Seal of company

Date :