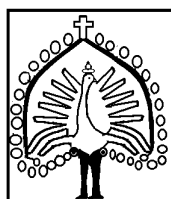


Expression of Interest
for
Leasing out vacant spaces lying with
The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)

*At various locations in Jaipur,
Bhiwadi & Bharatpur*

<i>Tender Fees Rs. 500/- in favor of "The Rajasthan Small Industries Corporation Limited"</i>		
<i>Processing Fees Rs. 1000/- in favor of "MD,RISL"</i>		
<i>EMD FEES 2% on the offer value Quoted in favor of "The Rajasthan Small Industries Corporation Limited"</i>		
EOI Ref. No	:	RSIC/GAC/EOI/2022-2023/
Publishing Date	:	13. 01.2022
Pre-Bid Meeting	:	20.01.2022
Last date of Submission	:	31 January, 2022 up to 3.00 pm.
Opening of technical Bid		31 January,2022 at 4.00 pm.



- : Head Office : -

The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
Phone: 0141-22272079 ✦ Fax: 0141-0141-2227257

Web site : industries.rajasthan.gov.in/rajsico e-mail : rajsico@rajasthan.gov.in

CIN U91110RJ196ISGC001118

Tender Site eproc.rajasthan.gov.in



Expression of Interest (EOI)
for
Leasing out vacant spaces lying with
The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)

At various locations in Jaipur, Bhiwadi and Bharatpur

Managing Director, Rajasthan Small Industries Corporation Ltd. invites Expressions of Interest (EOI) for leasing out vacant premises lying at various location at Jaipur, Bhiwadi and Bharatpur etc. on monthly rental basis and “as is where is” & “as is what is” basis, for a maximum period of Nine years:

Property No	Property Address	Brief Description of Property	Available Area
1.	Raw Material Depot AN-5 RIICO Industrial Area, Bharatpur	Open Land	1264 SqMtr.
2.	ICD UTI sector 9 exten., Baba Mohan Ram Mandir Kali Kholi Road, Bhiwadi	Open Land	9122 Sq. Mtr.
3.	1 st floor, 5 th , 6 th and 7 th Floor of Rajasthali Mall, Jaipur	1 st floor for Artisans, 5 th , 6 th & 7 th floor for food court/ Show Room and Office purpose.	1 st fl. -1154.10 sqft & 1143.95 sq ft. 5 th FL-3840 sq.ft. 6 th Fl. -2619.94 sq ft. 7 th fl. – 1820.23 sq ft.
4.	Res. Quarter No. B-7 RIICO Chowk Industrial Area, Bhiwadi	Residential Quarter	44 Sq. Yards

1. Important Instruction:-The Law relating to procurement “ The Rajasthan Transparency In Public procurement Act, 2012” [hereinafter called the Act] and the “The Rajasthan Public procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provision of the Act and Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

Interested parties fulfilling the eligibility criteria may submit their Expression of Interest on or before last submission date at the following address, in the prescribed EOI document along with the requisite documents. The EOI document can be purchased from following address. The prospective bidder may also download EOI document from tender



document section of our official website www.industries.rajasthan.gov.in/rajsico or sppp.rajasthan.gov.in.

Bid should to be submitted only on eproc.rajasthan.gov.in. Manual Bids cannot be accepted.

The duly filled in EOI may be submitted in a sealed envelope super-scribing "Expression of Interest for PROPERTY- I/ II etc." (as applicable) to the following address

**The Managing Director,
The Rajasthan Small Industries Corporation Ltd.
Udyog Bhawan, Tilak Marg,
C-Scheme, Jaipur-302005
(Rajasthan)**

Place : Jaipur
Dated:

Sd/-
Manager (GAC)



Expression of Interest (EOI)

1. Introduction:

The Rajasthan Small Industries Corporation Ltd. is Govt. of Rajasthan undertaking, operating since 1961. In 1975 RSIC was accorded the status of a Public Limited Company, It plays a major role in promoting the handicrafts produced in the state. The Corporation assists the craftsmen by providing them the designs and facilities for marketing of the products. It also running various business activities like Export Infrastructure Services, Marketing of MSME products, procurement and distribution of Iron-Steel & Coal, procurement, sales & promotion of Handicraft Goods through retail Rajasthali outlet chain.

2. Current Proposal:

Managing Director, Rajasthan Small Industries Corporation Ltd. invites Expressions of Interest (EOI) for leasing out vacant premises lying at various location at Jaipur , Bhiwadi & Bharatpur etc. on monthly rental basis and “as is where is” & “as is what is” basis as mentioned at Annexure-1 on Lease/License basis.

3. Eligibility Criteria:

Bids are invited from reputed Corporate / retailers / manufacturers / individuals with financial and technical strength with suitable use of the premise. The detail of properties along with suggested use of premise is placed at Annexure-1.

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 said premises before participating in the Bid on any working day from 10.00 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.

RSIC reserve the right to allot space at reserve price to bidder for specific use only.

4. Abbreviations:

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

- The term **BIDDER** shall mean and include one or more persons or any firm or any company submitting the Bid.
- 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 license agreement.
- 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.
- The term **EVALUATION COMMITTEE** shall mean the committee constituted by RSIC to evaluate the Bids.



- The term **LEASE** includes License and **LESSEE** includes Licensee.
- The term **MANAGER** shall mean executive officer in charge of the Handicrafts Mall.
- The term **MANAGING DIRECTOR** shall mean the Chief Executive of the Corporation.

Words importing the singular only also will include the plural and vice-versa where the context requires.

5. General Bidding Procedure

5.1 Study of Local Conditions

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

5.2 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 500/- (RsFive Hundred only). The EOI & Documents can also be downloaded directly from RSIC's website www.industries.rajasthan.gov.in/rajsico 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 favor of "The Rajasthan Small Industries Corporation Ltd.", Jaipur and the same should be enclosed along with the form at the time of submission of the EOI by or before the due date. And Processing Fees of Rs. 1000 (Rs. One Thousand) in favor of "MD,RISL".

5.3 Conditions governing Submission of Bids

5.3.1 Submission of Offers

RSIC requires that the offers in response to this call to Bid, complete in all respects, be submitted by due date and time. The offers received after due date & time 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.

5.3.2 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 superscripted as, "Technical Bid" and sealed in a separate cover containing the documents showing technical eligibility proposal for use of requisite space in the specified format at **Annexure-2**.
- b) Part 2 of the Bid offer superscripted 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 superscripted as “Expression of Interest for PROPERTY- I/ II etc.” (as applicable).

The inner and outer covers shall be addressed to:

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

e) Note:

- i. A bidder who needs more than one premise than he need not give separate bids. He can indicate his choices in the financial bid respectively. If he is not the highest bidder for the first preference he will be considered for second preference and so on.*
- ii. 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 superscripted and sealed.*

5.3.3 Validity of Bids

Each Bid shall be considered to be a firm offer and further, that offer shall remain valid for a period of 90 days

5.3.4 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.

5.3.5 Format and signing of the offer

- a) The Bidder shall prepare and submit one complete set of the offer in English/Hindi. The offers shall be filled in indelible ink and each page shall be signed by the Bidder himself or his authorized 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 <http://sppp.rajasthan.gov.in> or eproc.rajasthan.gov.in RSIC's website industries.rajasthan.gov.in/rajsico 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 favor, 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.

5.3.6 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.



5.3.7 Earnest Money Deposit

Each Bidder must submit 2% on offer value quoted as Earnest Money Deposit indicated below:

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 of General conditions here under. No interest will be payable on the amount of earnest money or security deposit in any case.

5.3.8 Opening of Offer

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.

5.3.9 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.

5.3.10 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.

5.3.11 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.

5.3.12 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 authorized representatives who wish to be present). The financial offers shall be ranked on the basis of the highest Lease Rent/License Fee offered on it in Annex – 3 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 Tenderer / bidders.

5.3.13 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.

5.3.14 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.

5.3.15 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.

6. TERMS AND CONDITIONS OF Lease /LICENSE

- 1) The Corporation is the absolute owner of the said properties and / or in lawful possession of the said properties as such it has the full right and absolute power to grant permission to lease/license to occupy any part of the said premises to and in favor of the LESSEE/LICENSEE 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 minimum period of 36 months up to 9 years. That the LESSEE/LICENSEE will get the license deed registered at his/her/their own expenses before obtaining the possession. .
- 2) RSIC is not creating any right, title or interest of whatever nature in favour of the LESSEE/LICENSEE by granting the LESSEE/LICENSEE permission to occupy any part of the said premises as above.
- 3) The LESSEE/LICENSEE shall pay to the agreed Lease Rent/License Fee for the first year, which would increase by 5 % every year on compound basis. The said lease rent/license fee would be paid by the LESSEE/LICENSEE on or before 7th day of each respective calendar month in advance for that month without any delay.
- 4) In addition to Lease Rent/License Fee, the LESSEE/LICENSEE shall pay to the Corporation monthly charges and other costs, charges and expenses of maintenance, repairs and other outgoings like service charges of RSIC and electricity charges for common area, running cost of power back-up etc, every month on a bill submitted by the Corporation to the LESSEE/LICENSEE 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 LESSEE/LICENSEE as compared to the total floor space of the Mall.
- 5) The LESSEE/LICENSEE shall also pay refundable interest free security deposit equivalent to the amount of Six months LEASE RENT/LICENSE FEE by way of DD/Banker's cheque favoring The Rajasthan Small Industries Corporation payable at Jaipur within fifteen days of issue of allotment letter by the Corporation.
- 6) The LESSEE/LICENSEE shall pay all dues to the Corporation in time. In case payment of any amount is delayed, the LESSEE/LICENSEE would pay interest to the Corporation. Such interest would be paid @ 18% per annum.
- 7) The LESSEE/LICENSEE shall at his own expense and cost employee / engage suitable personnel at the licensed properties with no liability on RSIC whatsoever.
- 8) That the LESSEE/LICENSEE shall appoint a Manager / Supervisor or he can do it himself



whose scope of services shall be as follows:

- a) The licensee 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.
 - b) The licensee shall employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - c) The licensee shall ensure that fire detection and suppression measures where installed inside his premises are kept in good working condition. The LESSEE/LICENSEE will at any case keep fire-fighting equipment as per RSIC/statutory requirements as indicated by the Fire officer/authorized 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/ authorized 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 / authorized personnel of the licensor will be borne solely by the LESSEE/LICENSEE.
 - d) The licensee shall 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 LESSEE/LICENSEE shall indemnify RSIC against any loss, damage or liabilities arising as a result of any act of omission or commission on LESSEE/LICENSEE part or on part of LESSEE/LICENSEE 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 LESSEE/LICENSEE employees and the employees shall be the employees of LESSEE/LICENSEE only and shall not be construed under any circumstances as employees of RSIC. LESSEE/LICENSEE shall indemnify RSIC against the claims made by LESSEE/LICENSEE' employees against RSIC.
 - 11) LESSEE/LICENSEE shall indemnify RSIC against any liability arising in connection with the employment of its personnel in the said premises by LESSEE/LICENSEE.
 - 12) The LESSEE/LICENSEE shall bear and pay all utilities (electricity, water charges and telephone bills etc) consumed / utilized to the appropriate authorities from the date of possession being handed over to the LESSEE/LICENSEE.
 - 13) If the LESSEE/LICENSEE vacate the space at any time during the initial license period of three years, then the LESSEE/LICENSEE 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



LESSEE/LICENSEE and would surrender to the Lessor free of cost and the Lessor will forfeit the security deposit paid by the LESSEE/LICENSEE. For this purpose the LESSEE/LICENSEE 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 LESSEE/LICENSEE

- 14) The LESSEE/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 LESSEE/LICENSEE shall restore the premises in the original condition (normal wears and tear due to the passage of time accepted).
- 15) The LESSEE/LICENSEE shall be entitled to install telephone line(s) with the permission of the RSIC, in the licensed premises, the bills for the consumption in respect of which shall exclusively be paid by LESSEE/LICENSEE. The installation of such telephones and the documents, relating them will not entitle the LESSEE/LICENSEE and will not be used by him to claim ownership of the leased out premises in any manner.
- 16) The LESSEE/LICENSEE shall be responsible for any damage caused to the leased/licensed premises and for any third party liability arising due to the business operations or due to the negligence of the LESSEE/LICENSEE and for the same LESSEE/LICENSEE shall fully keep the Corporation indemnified.
- 17) The LESSEE/LICENSEE shall not do or allow to be done anything whereby the interest of the RSIC in respect of the licensed premises are jeopardized and undertake not to put such rights into jeopardy or affect them prejudicially in any manner what so ever.
- 18) The LESSEE/LICENSEE shall not transfer the benefits of the license agreement in favor of any person(s), companies or entities or any third party whatsoever. The LESSEE/LICENSEE 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 license agreement without written consent of the Corporation.
- 19) In the event of the LESSEE/LICENSEE 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 license agreement shall ipso facto get terminated forthwith, at the option of the Corporation and the license period herein shall be deemed to have come to an end without any further notice, reference or recourse to the LESSEE/LICENSEE. However, the LESSEE/LICENSEE shall be bound to comply with the obligations under license agreement.
- 20) The Corporation shall not be responsible or liable for any theft, loss, damage or destruction of any property of the LESSEE/LICENSEE in the licensed premises or in the Mall for any bodily injury to any person in the licensed premises or in the Mall from any cause whatsoever for the LESSEE/LICENSEE shall be fully responsible.
- 21) The LESSEE/LICENSEE shall not make any alterations to or in the stipulated space. The



LESSEE/LICENSEE shall also not alter the original colour of the outside of the stipulated space or the façade and front elevation or 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.

- 22) The LESSEE/LICENSEE shall on the termination of license 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 LESSEE/LICENSEE or the cost of making good the same will be paid by the LESSEE/LICENSEE to the Corporation.
- 23) The LESSEE/LICENSEE 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 LESSEE/LICENSEE to carry out at the LESSEE/LICENSEE'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 LESSEE/LICENSEE 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 LESSEE/LICENSEE.
- 24) 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 license 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.
- 25) 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 LESSEE/LICENSEE shall on being required by the Corporation forth with remove or cause to be removed the same from the stipulated space.
- 26) The LESSEE/LICENSEE shall not store or cause to be stored any hazardous, combustible or dangerous goods in the stipulated space.
- 27) The LESSEE/LICENSEE shall not hold or permit to be held an auction in the stipulated space without the prior written consent of the Corporation.
- 28) The LESSEE/LICENSEE 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 getup.
- 29) During the subsistence of the license agreement the LESSEE/LICENSEE 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 LESSEE/LICENSEE to carry out such changes and alterations in the décor, furniture and furnishing in the stipulated space, which the LESSEE/LICENSEE shall be bound to carry out at his own cost.

- 30) The LESSEE/LICENSEE shall not employ for work at the stipulated space any person who is not of a good character and behavior 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.
- 31) The Corporation shall be entitled to call upon the LESSEE/LICENSEE to submit any member of its or his staff for medical examination by a doctor of the Corporation's choice and the LESSEE/LICENSEE shall be bound to forthwith comply with such requisitions, and the fees for such doctor shall be borne and paid exclusively by the LESSEE/LICENSEE.
- 32) The LESSEE/LICENSEE 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.
- 33) The Corporation shall have the right from time to time to frame rules and regulations, which shall be binding on the LESSEE/LICENSEE, for the general conduct of business in the stipulated space.
- 34) Forthwith upon the termination of license agreement the LESSEE/LICENSEE 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 LESSEE/LICENSEE may be prohibited.
- 35) The license agreement does not constitute any right of tenancy in favor of the LESSEE/LICENSEE further the LESSEE/LICENSEE shall not create or purport to create any rights or to grant or purport to grant any other rights whatsoever in favor of a third person or persons.
- 36) 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.
- 37) The Lessee/Licensee shall obtain such licenses, 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.
- 38) The Lessee/Licensee may, if required, construct civil structure subject to the approval of RSIC and the Local Authority/RIICO, as the case may be at the end of the lease/license period the civil structure shall be handed over to RSIC without any cost payable by RSIC to the lessee/Licensee.
- 39) The Lease /Licence shall also be subject to the terms and conditions on which the



properties are allotted to RSIC by the State Government / RIICO / UIT or other Authority, as the case may be and shall be binding on the Lessee / Licencee.

40) The Lessee / Licencee shall obtain necessary approvals / permissions from the concerned authorities before commencing any activity at the premises.

41) **Important Instruction:-The Law relating to procurement “ The Rajasthan Transparency In Public procurement Act, 2012” [hereinafter called the Act] and the “The Rajasthan Public procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provision of the Act and Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.**

7. GENERAL CONDITIONS

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.

2) *Acceptance of Bid*

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.

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

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.

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.

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 authorized 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) *Earnest Money*

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.

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

5) *Security Deposit Lease /License*

The successful Bidder shall furnish a Security Deposit equivalent to six-month LEASE RENT/LICENSE 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 favor of "The Rajasthan Small Industries Corporation Limited" payable at Jaipur. The Earnest Money of successful bidder will be adjusted against the Security Deposit.

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.

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.

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 conductor 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 person an ingrate for the Corporation.

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 LESSEE/LICENSEE will not be entitled to any interest.

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.

6) *Period of Contract*

At the initial stage, the License shall be for a minimum period of 36 months, from the date of issue of allotment letter by the Corporation, extendable for a maximum period of 9 years. Further period be extended by Managing Director RSIC as may be mutually agreed.



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.

7) *Liability for Loss or Damage to the Property of RSIC*

The Lessee /licensee shall be liable to compensate RSIC for all physical damage to the premises / 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.

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.

8) *Termination of e /Lease License*

The Lease / 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 misbehavior.
- 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.

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.

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.

9) *Arbitration*

All disputes and differences arising out of or in any way concerning this Lease /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.

Any demand for arbitration in respect of any claim(s) / disputes of the LESSEE/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 LESSEE/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.

The venue of arbitration shall be Jaipur.

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.

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 authorized 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 authorized 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.

11) General

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.

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.

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.

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.

Note: All terms and conditions contained in page 1 to 25 along with their sub-paras have been read carefully, understood and accepted.



8. 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 authorized to sign for and on his behalf.

- a. The Bidder should carefully examine the following requirement. He should truthfully furnish the information, documents and certificates in **Cover No.1 (Technical Bid), superscripted "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.
 - i. The Bidder shall provide the following information regarding his firm:
 1. 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).
 2. Summary of the primary business activities.
 3. Profile (qualifications/experience) of key senior executives.
 - ii. 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.
 - iii. The Bidder will also provide a note as regards his financial standing.
 - iv. The Bidder must furnish the following documents/certificates along with the Bid:
 1. A certificate from the Bankers about financial status and credibility showing the solvency position for at least Rs. 15 lacs.
 2. 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.
 3. Latest Income Tax Clearance Certificate and GST clearance certificate or its copy attested by a gazette officer /notary.
 4. The annual gross turnover of the company/firm for the last three years certified by a Chartered Accountant.



Annexure -1

Property No	Property Address	Brief Description of Property	Available Area
1.	Raw Material Depot AN-5 RIICO Industrial Area, Bharatpur	Open Land	1264 SqMtr.
2.	ICD UTI sector 9 exten., Baba Mohan Ram Mandir Kali Kholi Road, Bhiwadi	Open Land	9122 Sq. Mtr.
3.	1 st floor, 6th and 7th Floor of Rajasthali Mall, Jaipur	Ground floor for food court, 1 st floor for Artisans, 5 th , 6 th & 7 th floor for food court/ Show Room and Office purpose.	1 st fl. - 1154.10 sqft & 1143.95 sq ft. 5 th FL-3840 sq.ft. 6 th Fl. - 2619.94 sq ft. 7 th fl. - 1820.23 sq ft.
4.	Res. Quarter No. B-7 RIICO Chowk Industrial Area, Bhiwadi	Residential Quarter	44 Sq. Yards



The Rajasthan Small Industries Corporation Ltd
(A Government of Rajasthan Undertaking)

UdyogBhawan, TilakMarg, C-Scheme, Jaipur-302005

Phone: 0141-2227267 ✧ Fax: 0141-0141-2227257

Web site : industries.rajasthan.gov.in/rajsico | e-mail : rajsico@rajasthan.gov.in

CIN U91110RJ196ISGC001118

Annexure – 2

TECHNICAL BID

BID FOR TAKEN ON RENT / LEASE / LICENCE

1.	Name of Bidder	:																
2.	Postal Address	:																
3.	Telephone No	:																
4.	Fax No.	:																
5.	Mobile No	:																
6.	E-mail Address	:																
7.	Detail of EMD	:	<table border="1"> <tr> <td>DD/Bankers Cheque No</td> <td>:</td> <td></td> </tr> <tr> <td>Date</td> <td>:</td> <td></td> </tr> <tr> <td>Amount</td> <td>:</td> <td></td> </tr> <tr> <td>Bank Name</td> <td>:</td> <td></td> </tr> <tr> <td>Branch & City</td> <td>:</td> <td></td> </tr> </table>	DD/Bankers Cheque No	:		Date	:		Amount	:		Bank Name	:		Branch & City	:	
DD/Bankers Cheque No	:																	
Date	:																	
Amount	:																	
Bank Name	:																	
Branch & City	:																	
8.	State whether all Technical & Financial terms & condition are acceptable to you [Yes/No]	:																
9.	IncomeTaxCertificateandGSTClearanceCertificateoflast3precedingyearsoritscopy attested by a Gazetted officers	:																

Note:

1. Solvency Certificate of Rs. **Fifteen Lacs** is to be attached (not older of preceding 3 months) of a scheduled Bank situated at Jaipur.
2. A copy of three years Balance Sheet & Annual Accounts duly certified by Chartered Accountant is to be attached.
3. **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



4. 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.
5. Attached copies of performance certificate and other certificates / documents as required in the tender documents should be attached. The same will not be returned.
6. Bid documents including the financial bid are to be submitted in a separate envelope.
7. The bid documents set should be returned in original with bearing signature of the.

[Signature with Stamp of Bidder]

Validate

Print

Se

Help

Tender Inviting Authority: THE RAJASTHAN SMALL INDUSTRIES CORPORATION LIMITED

Name of Work:EXPRESSION OF INTEREST ON RENT / LEASE FOR PROPERTIES

Contract No: 2021-22

Name of the Bidder/ Bidding					
PRICE SCHEDULE					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBE	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Available Area	Rent Per Sq. Ft/Per Sq.Sq.mt/Per.sq.y ard per Month (excluding Taxes and other) In Figures To be entered by the Bidder in Rs. P	TOTAL RENT AMOUNT Without Taxes in Rs. P (Column 3X4)	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	EXPRESSION OF INTEREST ON RENT / LEASE FOR PROPERTIES				
1.01	कच्चा माल आगार ए.एन-5 रीको औद्योगिक क्षेत्र, भरतपुर (खुला स्थान)	1264 वर्ग मीटर		0.00	INR Zero Only
1.02	इनलैंड कटेनर डिपो यूटीआई सेक्टर9 एक्सटेंशन, राम मंदिर, काली खोली रोड, भिवाड़ी(खुला स्थान)	9122 वर्ग मीटर		0.00	INR Zero Only
1.03	राजस्थली मॉल, जयपुर प्रथम मजिल शिल्पकारों के लिए	प्रथम मजिल 1154.10 वर्ग फुट		0.00	INR Zero Only
1.04	राजस्थली मॉल, जयपुर प्रथम मजिल शिल्पकारों के लिए	प्रथम मजिल 1143.95 वर्ग फुट		0.00	INR Zero Only
1.05	राजस्थली मॉल, जयपुर पाँचवी मजिल फूड कोर्ट/शोरूम रूम या कार्यलय हेतु)	पाँचवी मजिल 3840 वर्ग फुट		0.00	INR Zero Only
1.06	राजस्थली मॉल, जयपुर छठी मजिल फूड कोर्ट/शोरूम रूम या कार्यलय हेतु)	छठी मजिल 2619.94 वर्ग फुट		0.00	INR Zero Only
1.07	राजस्थली मॉल, जयपुर सातवी मजिल फूड कोर्ट/शोरूम रूम या कार्यलय हेतु)	सातवी मजिल पर 1820.23 वर्ग फुट		0.00	INR Zero Only
1.08	आवासीय क्वाटर सङ्ख्या बी-7 रीको चौक भिवाड़ी	44 वर्ग गज		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			