

REQUEST FOR PROPOSAL

**for
Licensing of Shops
in
Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi**



February 2020

**OFFICE OF THE DEVELOPMENT COMMISSIONER FOR HANDICRAFTS
MINISTRY OF TEXTILES
GOVERNMENT OF INDIA**

WEBSITES: <https://eprocure.gov.in/epublish/app> and www.handicrafts.nic.in

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The issue of this RFP does not imply that Office of the Development Commissioner for Handicrafts is bound to select Applicant or to appoint the Successful Applicant, as the case may be. Office of the Development Commissioner for Handicrafts reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Office of the Development Commissioner for Handicrafts or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and Office of the Development Commissioner for Handicrafts shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TABLE OF CONTENTS

Disclaimer and Confidentiality	2
Notice Inviting Tender (NIT).....	5
Critical Date Sheet	7
Term Sheet	7
SECTION 1: Instructions to Bidders (ITB)	13
1.1 Background.....	13
1.2 Brief description of Shops in Shopping Arcade.....	13
1.3 Details of shops in Shopping Arcade	14
1.4 Authority	14
1.5 Licensor and Authorized Signatory for Licensor	14
1.6 Request for Proposal (RFP)	14
1.7 Eligibility criteria	14
1.8 Earnest money deposit (EMD).....	14
1.9 Security Deposit (SD)	15
1.10 Fraud and corruption.....	15
1.11 Preparation of the proposal	16
1.12 Submission, receipt and opening of proposals	17
SECTION 2: Evaluation, award and Signing of Agreement.....	18
2.1 Overview of selection process.....	18
2.2 Evaluation of eligibility.....	18
2.3 Award of License and Signing of License Agreement.....	19
SECTION 3: Key clauses of license agreement.....	21
3.1 Breaches/Surrender/Termination of License Agreement	21
3.2 Force Majeure	22
3.3 Indemnity and Insurance	22
3.4 Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi	23
Bid Application Forms (BAF).....	24
Annexure 1: Details of Shops.....	25
Annexure 2: Form 1.....	27
Annexure 3: Form 2.....	29
Annexure 4: Form 3.....	31
Annexure 5: Form 4.....	32
Annexure 6: Form 5.....	33
Annexure 7: Abbreviations.....	35
Annexure 9: Draft License Agreement.....	36

Notice Inviting Tender (NIT)

Office of the Development Commissioner for Handicrafts Ministry of Textiles, Government of India, invites tenders under two bid system (Technical & Financial bids) from all interested applicants for **‘Licensing of Shops at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi’** on behalf of Ministry of Textiles, Government of India.

Schedule of Requirements:

Licensing of **Five (05) Shops** in Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi for **five (05) years period**.

Eligibility:

The applicant/firm should meet either of the following requirement:

- a) **Eligibility for Category 1:** Applicant should have existing establishment in Varanasi or any of the six (06) revenue divisions as specified in the term sheet.
- b) **Eligibility for Category 2:** Applicant should have existing establishment in the manufacturing/ trade of GI products of other region/States of India.

Instructions:

1. The detailed Request for Proposal document can be downloaded from eprocure.gov.in/epublish/app and www.handicrafts.nic.in from date mentioned in the Critical Date Sheet.
2. To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on Date and Time as indicated in the Critical Date Sheet provided below, at Convention Block at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.
3. Applicants must submit duly completed and sealed proposal along with other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in RFP, on or before the specified time at the address as specified in the term sheet.
4. Bidders are advised to follow the instructions as provided in the “Instructions to the Bidders” in the RFP document.
5. Bidders shall not tamper/modify the tender form including downloaded financial bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with the Authority / Ministry of Textiles.
6. Intending tenderers are advised to visit CPPP site <https://eprocure.gov.in/epublish/app> and www.handicrafts.nic.in regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Critical Date Sheet

1	Published Date	3rd February, 2020
2	RFP document Download Start Date and Time	3rd February, 2020, 1100 Hrs (11:00 AM)
3	Pre Bid Meeting Date and Time	10th February, 2020, 1200 Hrs (12:00 Noon)
4	Proposal Submission Start Date and Time	13th February, 2020, 1200 Hrs (12:00 Noon)
5	Proposal Submission End Date and Time	27th February, 2020, 1600 Hrs (04:00 PM)
6	Technical Proposal Opening Date and Time	28th February, 2020, 1200 Hrs (12:00 Noon)
7	Financial Proposal Opening Date and Time	28th February, 2020 1600 Hrs (04:00 PM)

Submission address:

Bids shall be submitted/dropped in proposal Drop box at the following address Ministry's Office as mentioned at para 1.11 in this document

**Senior Director, Office of the Development Commissioner for Handicrafts, Ministry of Textiles,
First Floor, Convention Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur,
Varanasi.**

Contact:

Senior Director (Handicrafts),
O/o Development Commissioner (Handicrafts),
Ministry of Textiles, West Block No.: 7,
R.K. Puram, Sector 1, New Delhi - 110066
E-mail: sohanjha1989@gmail.com ;
Ph: 011-26178640 / 26108985

Critical Date Sheet

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Term Sheet

S.N	Description	
1.	Cost of tender document	NIL
2.	Sale/availability of tender document	<p>From RFP document Download Start Date and Time indicated in the Critical Date Sheet till opening of bid.</p> <p>Applicants can download the Notice Inviting Tender (NIT) and Request for Proposal (RFP) document from eprocure.gov.in/epublish/app</p> <p>Copy of RFP is also available on www.handicrafts.nic.in</p>
3.	Total units available for bidding	<p>05 Shops</p> <p>First Floor (05 Nos): SF-6, SF-7, SF-8, SF-9 and SF-10</p> <p>Note: Out of 28 shops Five (5) Shops are allocated for manufacturers/ traders of GI products of other region / states.</p> <p><i>(Applicants are advised to refer Annexure -I for identification number and minimum reserve price of Shops)</i></p>
4.	License Period	<p>The License period shall be for five (05) years term from commencement date.</p> <p>Post completion of five (05) years, the Authority shall call for a fresh tender for respective shops, however the existing licensees who bid in the fresh tender and are not selected as the H1 bidder, shall be given the first right of refusal to match the financial proposal of H1 bidder of that shop.</p> <p>An annual escalation of 5% on License Fee shall be applicable every year.</p> <p><i>Bidders are instructed to review point 30 of term sheet for details.</i></p>
5.	Allowable merchandise categories for trade/sale/ display in Shop spaces.	<p>In the licensed Shop spaces, business is permissible only for Handmade Textile products such as Handloom, Handicraft and excludes power-loom products.</p> <p>Category I – Sale of Varanasi region (as defined in point 23 of term sheet) products among handlooms, handicrafts and carpet are allowable.</p> <p>Category II – Sale of GI products of other region / states of India are allowable.</p> <p>Bidders shall clearly indicate applicable category (from the above) in Form – 1, 2, 3 and 4.</p>

S.N	Description	
6.	Reservations (Fixed Parameter)	Following reservations/ parameters are applicable: i. Five (05) Shops out of Twenty-Eight (28) Shops are allocated for manufacturers/ traders of GI products of other region / states.
7.	Eligibility Criteria	The applicant/firm should meet either of the following requirement: a) Eligibility for Category 1: Applicant should have existing establishment in Varanasi or any of the six (06) revenue divisions as specified in the term sheet. b) Eligibility for Category 2: Applicant should have existing establishment in the manufacturing/ trade of GI products of other region/States of India. Note: GI stands for Geographical Indication as defined in Geographical Indications of Goods (Registration & Protection) Act, 1999 as amended from time to time <i>Applicants are requested to refer clause 1.7 for details and instructions.</i>
8.	Maximum number of Units which can be allotted to each successful bidder.	Bidders may apply for multiple shops separately, however, each successful bidder / applicant will be allotted 01 (one) shop only. In case any applicant submits more than one proposal for one Shop, all proposals of such applicant shall stand cancelled for that particular shop.
9.	Bid System	Single Stage Two Envelops System
10.	Method of Selection	Highest Financial Proposal (above reserve price) <i>Applicants are advised to refer Point No 12 of term sheet for published reserve price.</i>
11.	Allotment Process	Bidders may attend bid opening of shops of respective categories. Bids will be opened in ascending order of Shop identification number i.e. for example, starting from Shop no. SG-01 to SG-14 and then SF-01 to SF-14 among spaces for which Bids are received. Once an applicant is identified as successful applicant for one Shop, bids /proposals for all other Shop(s) submitted by him/her shall stand cancelled. For instance, if an applicant has submitted proposals for Shop no. SG-01, SG-05 and SF-03 and his/her Financial Proposal is highest among proposals received for Shop no. SG-01, he/she will be declared as Successful Applicant for Shop no. SG- 01 and his/her proposals submitted for all other Shops (i.e. SG-05 and SF-03) shall stand cancelled. Applicant can apply for either categories (i.e Category-I or Category-II), however highest bidder irrespective of the category will be identified as preferred bidder for the respective license space. Authority reserves the right that, in the event there is not enough representation from any of the categories in bidding process, then remaining shops under such category may be allotted, as per the discretion of the Authority, to the highest bidder in descending order of the financial bids of waitlisted participants under all categories.
12.	Minimum Reserve Price for License Fee	Applicants are advised to refer Annexure – 1 of RFP , for Minimum Reserve Price (MRP) for license fee against respective identification number of Shop space. Authority reserves the rights to accept only those bids which are above this minimum reserve price.
13.	Common Area Maintenance (CAM)	The common area maintenance charges are kept fixed at Rs. 6,000/- per month per licensed space for 1 st year.

S.N	Description	
	and Electricity charges	An annual escalation of 5% every year shall be applicable in common area maintenance charges. Electricity charges to be payable as per actual consumption of individual licensee.
14.	Site Visit	Applicants are advised to submit their respective Bids only after visiting the site.
15.	Pre Bid Conference	Date and Time as per Critical Date Sheet Venue: Ministry's office at first floor of Convention Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi
16.	Last date of sending queries	7th February, 2020
17.	Name and Address where queries/correspondence concerning this Request for proposal is to be sent.	Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at sohanjha1989@gmail.com . or in writing to: Senior Director (Handicrafts), O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi – 110066
18.	Authority's response to queries by	12th February, 2020
19.	Earnest Money Deposit (EMD)	All Applicants shall submit EMD of Rs. 10,000/- (Indian Rupees Ten Thousand only) through Account Payee Demand Draft/Banker's Cheque. Applicant shall clearly write Name of Applicant and Contact details at the back side of DD. EMD to be submitted along with proposal submission, and shall remain valid for a period of forty-five days beyond the final proposal/bid validity period. EMD will not bear any interest payable by the Authority to the Applicant. Exemption of EMD will only be given to MSME/NSIC registered bidders. <i>Applicants are requested to refer clause 1.8 for details and instructions.</i>
20.	Address where Applicants must submit Sealed Proposal	Addressed to Senior Director, Office of the Development Commissioner for Handicrafts, Ministry of Textiles To be dropped in the Proposal Drop Box placed in Ministry's office at first floor of Convention Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.
21.	Last date and time of Submission of Sealed Proposals (Proposal Due Date)	Date and Time as per Critical Date Sheet
22.	Date of opening of proposal by Bid opening committee	Date and Time as per Critical Date Sheet Venue: Convention Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.

S.N	Description							
23.	Varanasi and adjoining districts	<p>Varanasi or adjoining districts where ever mentioned in this RFP, shall comprise of below mentioned six (06) revenue divisions:</p> <table border="1" data-bbox="540 317 1357 667"> <tr> <td data-bbox="540 317 821 464"> 1. Mirzapur a. Mirzapur b. Sonbhadra c. Bhadohi </td> <td data-bbox="821 317 1104 464"> 2. Varanasi a. Varanasi b. Jaunpur c. Gazipur d. Chandauli </td> <td data-bbox="1104 317 1357 464"> 3. Azamgarh a. Azamgarh b. Mau c. Ballia </td> </tr> <tr> <td data-bbox="540 464 821 667"> 4. Faizabad a. Faizabad b. Sultanpur c. Ambedker Nagar d. Amethi e. Barabanki </td> <td data-bbox="821 464 1104 667"> 5. Basti a. Basti b. Sant Kabir Nagar c. Siddharth Nagar </td> <td data-bbox="1104 464 1357 667"> 6. Gorakhpur a. Gorakhpur b. Deoria c. Maharajgunj d. Kaushambi </td> </tr> </table> <p>Refer point 6 for provision for sale of GI products of other region / states of India.</p>	1. Mirzapur a. Mirzapur b. Sonbhadra c. Bhadohi	2. Varanasi a. Varanasi b. Jaunpur c. Gazipur d. Chandauli	3. Azamgarh a. Azamgarh b. Mau c. Ballia	4. Faizabad a. Faizabad b. Sultanpur c. Ambedker Nagar d. Amethi e. Barabanki	5. Basti a. Basti b. Sant Kabir Nagar c. Siddharth Nagar	6. Gorakhpur a. Gorakhpur b. Deoria c. Maharajgunj d. Kaushambi
1. Mirzapur a. Mirzapur b. Sonbhadra c. Bhadohi	2. Varanasi a. Varanasi b. Jaunpur c. Gazipur d. Chandauli	3. Azamgarh a. Azamgarh b. Mau c. Ballia						
4. Faizabad a. Faizabad b. Sultanpur c. Ambedker Nagar d. Amethi e. Barabanki	5. Basti a. Basti b. Sant Kabir Nagar c. Siddharth Nagar	6. Gorakhpur a. Gorakhpur b. Deoria c. Maharajgunj d. Kaushambi						
24.	Validity of proposal	180 days from due date of Submission of Proposal.						
25.	Letter of Intent (LoI) to successful applicants	To be communicated later						
26.	Security Deposit (SD)	<p>Preferred Bidder shall submit Security Deposit (SD) equivalent to Two (02) months of License Fee.</p> <p>SD shall be submitted through Demand Draft/ Banker's Cheque/ Bank Guarantee in the name of Licensor as per details provided in the term sheet.</p> <p>Security Deposit should remain valid for a period of sixty days beyond the date of expiry of License period.</p> <p>SD to be submitted by the Applicant before signing of License agreement.</p> <p>SD shall not bear any interest payable by the Authority/Licensor to the Applicant/licensee.</p> <p><i>Applicants are requested to refer clause 1.9 for details and instructions.</i></p>						
27.	Signing of License Agreement	<p>Within 7 working days from date of receipt of full payment of Advanced License Fee and Common Area Maintenance Charge for 1st Month along with applicable taxes, charges and receipt of interest free Security Deposit (SD) by the Licensing Authority or as stipulated in the Letter of Intent (LOI).</p> <p>Any deposits or advance paid by the licensee shall not bear any interest payable to the licensee by the Licensor.</p>						
28.	Mobilization Period	<p>The licensee shall be allowed thirty (30) days of license fee free mobilization period for completion of fit-out works.</p> <p>Mobilization period shall commence from the date of takeover of possession of Licensed space by the licensee or date as specified in the Letter of Intent (LOI).</p>						
29.	Commencement Date (of License Period)	The commencement date of License Period shall be 30 th (Thirtieth) day from date of signing of License Agreement.						
30.	License Period	<p>The License period shall be for five (05) years term from commencement date.</p> <p>Post completion of five (05) years, the Authority shall call for a fresh tender for respective shops, however the existing licensees who bid in the fresh tender and are</p>						

S.N	Description	
		<p>not selected as the H1 bidder, shall be given the first right of refusal to match the financial proposal of H1 bidder of that Shop.</p> <p>An annual escalation of 5% on License Fee shall be applicable every year.</p> <p>Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.</p> <p>Post completion of License Period or upon termination, the Licensee shall not reserve any rights to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensed space.</p> <p>Licensee shall not be allowed to undertake any permanent construction in Licensed premises unless same is approved by the Licensor based on the need. Licensee can undertake temporary fit-outs appropriate to its business strategy on its own cost.</p> <p>On expiry of License period or on termination, the licensee shall hand over the vacant possession of Licensed space peacefully, free from any encumbrances, to the licensor. The licensee shall be free to remove any materials he may have kept in the licensed space, however, any fit-outs and semi-permanent structures such as false ceiling etc. installed by licensee in the Licensed space will vest with the licensor.</p>
31.	Sub-licensing/sub-letting	No sub-licensing/sub-letting is allowed
32.	Payment Terms	<p>License fee and common area maintenance charges shall be paid in advance on monthly basis.</p> <p>License fee and common area maintenance charges along with applicable Taxes for each month shall be paid in advance before 25th day of preceding month.</p>
33.	Modes of Payment	Payments can be made through Demand Draft/Banker's Cheque as per details provided in the term sheet.
34.	Commencement of License fee	From Commencement Date as defined in the term sheet.
35.	Statutory documents and approvals.	Licensee shall obtain all due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities before Commencement of Operation.
36.	Commencement of Operations	The licensee shall commence operation from "Commencement Date" as defined in the Term Sheet.
37.	Exit by licensee	Licensee may terminate or exit the license agreement by giving advance 90-day notice during the License period, subject to fulfilling all conditions of License agreement; in such case the Interest free balance license fee (for the remaining months of the license year post completion of 90 day notice period) and interest free security deposit will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.
38.	Pre-mature License Termination or Breach of License Agreement	<p>In case the Licensee abandons the licensed space or terminates/exits License agreement without giving 90 day notice period to the Authority, or cancellation of License Agreement due to breach of agreement terms and conditions by licensee, complete advance license fee and security deposit paid by the licensee shall be forfeited.</p> <p><i>Applicants are requested to refer clause 3.1 for details and instructions.</i></p>

S.N	Description	
39.	License Termination	<p>In case of pre mature termination of License by the licensee or cancellation of License due to breach of contract terms and conditions by licensee, the Security Deposit and advance License fee paid by the licensee for the respective year, shall be forfeited.</p> <p><i>Applicants are requested to refer clause 3.1 for details and instructions.</i></p>
40.	Clauses on fraud and corruption in the Contract:	<p><i>Applicants are requested to refer clause 1.10</i></p>
41.	Public Premise	<p>Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi is property of O/o Development Commissioner of Handicrafts, Ministry of Textiles, Union of India, and is Public Premise under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971, as amended from time to time</p>
42.	Prohibited Activities	<p><i>Applicants are requested to refer clause 3.4.</i></p>
43.	Conversion factor for Licensed area	<p>Conversion factor considered for area conversion between square meter (sqm) and square feet (sqft) shall be as under:</p> <p>1 sqm = 10.76 sqft or 1 sqft = 0.093 sqm</p>
44.	Details for Demand Draft	<p>Demand Draft shall be made in favor of Account Officer, O/o DC(Handicrafts), Ministry of Textiles, R. K. Puram, New Delhi issued by one of the nationalized/ Scheduled Banks of India, payable at New Delhi.</p>
45.	Authority's Representative details	<p>Assistant Director, Deendayal Hastkala Sankul(Trade Centre & Museum), Badalalpur, Chandmari, Varanasi – 221 003 Telephone: 0542 2290642 Mobile No. 09634499471 Email id: dhs.tfc.dch@gmail.com</p>

SECTION 1: Instructions to Bidders (ITB)

1.1 Background

- 1.1.1.** Deendayal Hastkala Sankul (Trade Centre & Museum) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.
- 1.1.2.** The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a developed area of approx. 43,450 square meter, with sub-components including Shops, Food Kiosks, Restaurants, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.
- 1.1.3.** The state of the art facilities offered at Deendayal Hastkala Sankul (Trade Centre & Museum), are equipped with automated Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes surface and basement parking facilities.



1.2 Brief description of Shops in Shopping Arcade:

- 1.2.1** In order to promote Varanasi region products, art, crafts, handloom and handicrafts, Shops are provided in Shopping Arcade block, to offer one stop shop for domestic enterprise and foreign buyers for products from Varanasi region and nearby areas.
- 1.2.2** The Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi has total **28 Shops** (14 each on Ground and First floor) in Shopping Arcade.

- 1.2.3 Shops will be provided with all basic amenities installed such as flooring, false ceiling, aluminium glazed door, light fixtures and electrical connections. Any temporary fit out additions/modifications for shop interiors shall be in the scope of the Licensee and shall be executed only after approval of authorized representative of the Licensor. Licensee shall adhere to the electrical loading allowable for Licensed space.

1.3 Details of shops in Shopping Arcade

- 1.3.1 For available shops, layout and details of carpet area, shop identification number and category, please refer ‘Annexure 1’.

1.4 Authority

- 1.4.1 For the purpose of this RFP, Authority shall mean OFFICE OF THE DEVELOPMENT COMMISSIONER FOR HANDICRAFTS, Ministry of Textiles, Government of India R. K. Puram, New Delhi for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi,

1.5 Licensor and Authorized Signatory for Licensor

- 1.5.1 “The Licensor” means President of India, through Development Commissioner (Handicrafts), Ministry of Textiles, Government of India.
- 1.5.2 Assistant Director, Handicrafts Service Centre or any other officer Authorized by Development Commissioner for Handicrafts, Ministry of Textiles shall be appointed as Estate Officer of Deendayal Hastkala Sankul, Varanasi.

1.6 Request for Proposal (RFP)

- 1.6.1 The Authority invites sealed proposal in prescribed formats from eligible Applicants (“Applicants”) for Licensing of the Shops in Shopping Arcade.

1.7 Eligibility criteria

- 1.7.1 The applicant/firm should meet either of the following requirement:
- a. Eligibility for Category 1: Applicant should have existing establishment in Varanasi or any of the six (06) revenue divisions as specified in the term sheet.
 - b. Eligibility for Category 2: Applicant should have existing establishment in the manufacturing/trade of GI products of other region/States of India.

1.8 Earnest money deposit (EMD)

- 1.8.1 Proposal should necessarily be accompanied by **an Earnest Money Deposit for an amount of Rs.10,000/-** (Indian Rupees Ten Thousand only) through Account Payee Demand Draft/Banker’s Cheque as per details provided in the term sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.
- 1.8.2 Exemption of EMD will only be given to MSME/NSIC registered bidders.
- 1.8.3 EMD of successful Applicant shall be retained by the Authority till signing of License Agreement. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- 1.8.4 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:
- a) if any information or document furnished by the Applicant turns out to be misleading or

untrue in any material respect; and

- b) if the successful Applicant fails to execute the License Agreement within the stipulated time.

1.9 Security Deposit (SD)

- 1.9.1 Preferred bidder shall submit **Security Deposit (SD) Equivalent to Two (02) months of License Fee** payable by preferred bidder for the license term. SD shall be submitted through Demand Draft/ Banker's Cheque/ Bank Guarantee in the name of Licensor as per details provided in the term sheet. SD should remain valid for a period of sixty (60) days beyond the date of expiry of License period.
- 1.9.2 SD to be submitted by the Applicant before signing of License agreement. SD shall not bear any interest payable by the Licensor to the successful Applicant/licensee. EMD will be refunded to the successful bidder on signing of License Agreement.
- 1.9.3 Exiting from License agreement after payment of Security Deposit even without taking possession of shop shall lead to forfeiture of Security Deposit and all other payments made.
- 1.9.4 In case the licensee causes any physical damages to the property of the Licensor or has any undue payments, the Licensor shall have discretionary rights to execute the repair of damages and recover the amount from the licensee or adjust the equivalent amount from the submitted Security Deposit.
- 1.9.5 In case of death of licensee, legal heir shall be responsible for the Licensed space. On expiry of the License the unadjusted balance of Security Deposit and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.

1.10 Fraud and corruption

- 1.10.1 Client requires that applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the Authority defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;
 - b) "fraudulent practice" means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - c) "collusive practices" means a scheme or arrangement between two or more applicants, designed to influence the action of any party in License agreement.
 - d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the applicant selection process, or affect the execution of a contract; and
- 1.10.2 Authority shall reject a proposal for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- 1.10.3 Authority shall sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Authority-financed activities if it at any time determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client-financed contract; and

1.10.4 Client shall have the right to require that, in applicant selection documentation and in contracts financed by the Authority, a provision be included requiring applicants to permit the Authority or its representative to inspect their accounts and records and other documents relating to applicant selection and to the performance of the contract and to have them audited by auditors appointed by the Authority.

1.11 Preparation of the proposal

1.11.1 Applicant can submit only one proposal for one Shop space, clearly mentioning the Shop identification number (refer Annexure1) and applicable Category (Category –I or Category – II, kindly refer point 05 of term sheet) on Outer and Inner envelopes. In case applicant is applying for multiple Shop spaces, separate proposal (with separate supporting documents) along with separate EMD shall be submitted for each Shop space he/she is applying for.

1.11.2 In case any applicant submits more than one proposal for one Shop, all proposals of such applicant shall stand cancelled for that particular shop.

1.11.3 The proposal shall be in **Hindi** or **English** language. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who had signed the proposal. The authorized representative of the applicant shall initial all pages of the original hard copy of the Key Submissions along with proposal documents.

a) Applicant’s proposal shall consist of following 2 (Two) separate sealed envelopes –

Envelope-1	<p>Details to be mention on envelop:</p> <ol style="list-style-type: none"> 1. RFP Title: ‘RFP for Licensing of Shops in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi’ 2. Eligibility Documents 3. Name of Applicant: 4. Applicable Category: (Category - I or Category - II) 5. Shop identification number Enclosures: <p>Original Form 1, Form 2, Form 4, Form 5 and EMD</p>
Envelope-2	<p>Details to be mention on envelop:</p> <ol style="list-style-type: none"> 1. RFP Title: ‘RFP for Licensing of Shops in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi’ 2. Financial Proposal 3. Name of Applicant: 4. Applicable Category: (Category - I or Category - II) 5. Shop identification number Enclosures: <p>Original Form 3 (Financial Proposal) only.</p>

b) The applicant shall submit Original bound document in the envelope.

c) EMD shall be submitted in the form of Account Payee Demand Draft/Banker’s Cheque. Applicant shall clearly write Name of Applicant and Contact details at the back side of DD.

d) Both the envelops shall be sealed in a single outer envelope mentioning following:

Main Outer Envelope	<ol style="list-style-type: none"> 1. RFP Title: ‘RFP for Licensing of Shops in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi’ 2. Shop identification number 3. Name and contact of Applicant: 4. Applicable Category: (Category - I or Category - II) 5. Addressed to Senior Director, Office of the Development Commissioner for Handicrafts, Ministry of Textiles <p>Ministry’s office, First floor of Convention Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.</p>
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1.11.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant’s own risk.

1.11.5 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
- b) received all such relevant information as it has requested from Authority; and
- c) made a complete and careful examination of the various aspects of the Project.

1.11.6 Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.

1.12 Submission, receipt and opening of proposals

1.12.1 Proposals must be submitted at the indicated addresses on or before the time and date stated in this RFP, or any new date extended by Authority. Proposals would be opened as per schedule mentioned in Term Sheet.

SECTION 2: Evaluation, award and Signing of Agreement

2.1 Overview of selection process

- 2.1.1 The invitation for proposal for Shop shall be evaluated according to eligibility criteria and financial proposal of eligible Applicant; and the space shall be allotted to eligible Applicants solely on the basis of highest ranking as per financial proposals of eligible applicants.
- 2.1.2 Applicants need to clearly indicated the Shop identification number and applicable Category (Category –I or Category – II, kindly refer point 05 of term sheet) on Outer Envelope and Inner Envelops of proposal as per details in ‘**Annexure 1**’ and clause 1.11.
- 2.1.3 Authority reserves the rights to accept only those bids which are above minimum reserve price.
- 2.1.4 Applicants may attend the technical proposal opening on the date mentioned in the term sheet. Bids will be opened for Shop spaces available under this RFP in ascending order of their identification number i.e. for example, starting from Shop no. SG-01 to SG-14 and then in sequence of SF-01 to SF-14 among spaces for which bids are received.
- 2.1.5 **Envelop-1** will be opened on scheduled date for bid opening and shortlisting of eligible Applicants will be done based on receipt of requisite forms, documents and EMD. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal for one Shop, all proposals of such applicant shall stand cancelled for that particular shop.
- Enclosures of **Envelop-1** should not include the financial proposal, in case the financial proposal is included in Envelop 1, the proposals of such applicant shall be declared non responsive and shall stand cancelled.
- 2.1.6 **Envelop-2** (Financial Proposal) of only eligible Applicants shall be opened. Eligible Applicants shall be ranked as per highest License fee quoted (as per Form-3) above the reserve price.
- 2.1.7 Applicant having highest financial proposal (License fee quoted as per Form-4) for respective Shop space shall be identified as preferred bidder for the respective Shop space.
- 2.1.8 Once an applicant is identified as successful applicant for one Shop, bids /proposals for all other Shop(s) submitted by him/her shall stand cancelled.
- 2.1.9 For instance, if an applicant has submitted proposals for Shop no. SG-01, SG-05 and SF-03 and is his/her Financial Proposal is highest among proposals received for Shop no. SG-01, he/she will be declared as Successful Applicant for Shop no. SG-01 and his/her proposals submitted for all other Shops (i.e. SG-05 and SF-03) shall stand cancelled.
- 2.1.10 From the time the proposal is opened till the time Applicant is invited for allocation / allotment of Shop, the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract/license may result in rejection of the applicant’s proposal.
- 2.1.11 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.

2.2 Evaluation of eligibility

2.2.1 Evaluation of Eligibility of the Applicant

- a) Documents would be checked for adherence with the prescribed criteria.
- b) By submission of the proposal it is deemed that the applicant has accepted all terms and conditions as prescribed in this RFP.

- 2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if
- a) It is received by the proposal Due Date including any extension thereof;
 - b) It is accompanied by the EMD in accordance with the proposal document;
 - c) It is signed, sealed, bound and marked (tender title, name of applicant, merchandise category etc.) as stipulated in this RFP document;
 - d) It is accompanied by separately sealed financial proposal;
 - e) It contains all the information (complete in all respects) as requested in the RFP;
 - f) It does not contain any condition or qualification;
- 2.2.3 The Authority reserves the right to reject any proposal which is non responsive.
- 2.2.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFP.
- 2.2.5 Notwithstanding anything contained in this RFP, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

2.3 Award of License and Signing of License Agreement

- 2.3.1 The Authority shall notify the Successful Applicant through a Letter of Intent (LoI).
- 2.3.2 Successful applicant shall execute the License Agreement within one week of the issue of LoI or within such further time as the Authority may agree in its sole discretion. Agreement shall be signed after receipt of advance License fee by the Authority/Licensor and Security Deposit in the manner prescribed herein.
- 2.3.3 Failure of the Successful Applicant to execute the contract agreement and submit Security Deposit within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.
- 2.3.4 The licensee shall operate the Licensed space as per the designated merchandise category for the respective Shop in accordance with 'Annexure 1'.
- 2.3.5 The licensee shall bear All stamp duties for registration of Shop required for the execution of License agreement in pursuance of this Bid.
- 2.3.6 The licensee shall indemnify the Licensor from all claims that may arise from the statutory authorities in connection with the Licence Agreement.
- 2.3.7 The licensee shall have to furnish manage, operate, maintain its Licensed space at its own cost.
- 2.3.8 The licensee shall procure and maintain requisite insurance for its Licensed space at its own cost.
- 2.3.9 The licensee shall not store/ sell any illegal/ prohibited products/ items.
- 2.3.10 The licensee shall operate the Licensed space as per applicable laws and obtain required clearances.
- 2.3.11 The licensee shall bear cost to any loss or damage caused to the property by the licensee.
- 2.3.12 In the event of failure by the licensee in adhering one or more mandatory requirements by the applicable laws, RFP & its corrigendum if any, Letter of Intent and the License Agreement, the License Agreement may be decided for termination after providing licensee to represent its case.
- 2.3.13 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Bidding/Selection/Allotment Process and/ or amend and/ or supplement the Bidding/Selection/Allotment Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Applicant in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

SECTION 3: Key clauses of license agreement

Following are the key clauses of license agreement, and Authority/Licensor may appropriately add /modify terms in draft license agreement.

3.1 Breaches/Surrender/Termination of License Agreement

3.1.1 **Surrender of License Agreement and Termination by the Authority:** Detailed in Draft Agreement.

3.1.2 **Breach of License Agreement/ Licensee's Events of Default:** Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:

- (a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Licensor without any contributory factor of the Licensee.
- (b) If the Licensee fails to pay License Fee, utility charges, penalty or damage herein specified or any other due to be paid by the Licensee to the Licensor by the stipulated date.
- (c) If the Licensee makes any change in ownership of License by sale, merger or acquisition.
- (d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- (e) If the Licensee is in persistent non-compliance of the written instructions of officials authorized by the Licensor.
- (f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Licensor.
- (g) If the Licensee is in violation of any of the other clauses of License Agreement and after three written notices (unless otherwise specifically mentioned therein) from the Licensor fails to cure the Default to the satisfaction of the Licensor.
- (h) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- (i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed shop, save and except as otherwise expressly permitted under this Agreement.
- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- (l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- (m) If the Licensee has abandoned the Licensed Shop for more than 30 days without written

approval from the Licensor or his/her appointed representative.

- (n) If the Licensee is found to be violating the list of prohibited activities as per clause 3.4 of RFP.

3.2 Force Majeure

3.2.1 Neither the Licensor nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- (a) Earthquake, Flood, Inundation, Landslide.
- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to the Licensor.
- (d) Acts of terrorism.
- (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- (f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc., and
- (g) Any other similar things beyond the control of the party, except court order/ court judgment.

3.2.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Security Deposit shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any.

3.3 Indemnity and Insurance

3.3.1 The Licensee hereby undertakes to indemnify and hold the Licensor harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.

3.3.2 The Licensee hereby undertakes to indemnify the Licensor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

3.3.3 The Licensee hereby undertakes that the Licensor shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his/her contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified the Licensor against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3.3.4 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee shall indemnify the Licensor for any loss and damages suffered due to violation of its provision.

3.3.5 The Licensee hereby indemnifies the Licensor against any loss, damage or liabilities arising as a

result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

- 3.3.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies the Licensor against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to O&M Administration of Licensor, in accordance with the Licensor's policies regulations prevalent at that time.
- 3.3.7 The Licensee shall indemnify the Licensor from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 3.3.8 The Licensee shall indemnify the Licensor from any damage charges to be incurred if the Licensed shop has not been handed over to the Licensor in good condition as required under this agreement.
- 3.3.9 The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury, death to visitors or the Licensor employees or loss to property of the Licensor.
- 3.3.10 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless the Licensor, officers of the Licensor, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 3.3.11 The Licensee shall indemnify and keep indemnified the Licensor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- 3.3.12 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Licensor, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. Upon the Licensor's request, the Licensee shall submit to the Licensor, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the Licensor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Licensor as a result of such default by the Licensor.

3.4 Prohibited activities at Deendayal Hastkala Sankul (Trade Centre & Museum) at Varanasi:

- a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
- b) Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals, etc.
- c) Sale of open liquor
- d) Sale of tobacco and tobacco products.
- e) Defacement of the building structure or facade or boundary.
- f) Use of loud speakers
- g) Use of musical instruments and band etc. without requisite permissions/approvals from concerned/ Competent Authority.

Bid Application Forms (BAF)

**for Licensing of Shops At
Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh**

(Bid Application Form - Annexures)

Name and address of the Applicant:

.....
.....
.....
.....
.....
.....
.....

Date

Place.....

Annexure 1: Details of Shops

Allowable merchandise categories in Shops are mentioned in the Term Sheet.

Details of Shops, at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh available for license:

a. Shops – Ground Floor



b. Shops – First Floor



c. Area details and ID no. for Shops:

Shop Identification Number	Length	Breadth	Carpet Area	Minimum Reserve Price for Monthly Licensee Fee
	MM	MM	SQM	INR/ Month
GROUND FLOOR				
SG-1			Not Available	
SG-2			Not Available	
SG-3			Not Available	
SG-4			Not Available	
SG-5			Not Available	
SG-6			Not Available	
SG-7			Not Available	
SG-8			Not Available	
SG-9			Not Available	

SG-10	Not Available			
SG-11	Not Available			
SG-12	Not Available			
SG-13	Not Available			
SG-14	Not Available			
FIRST FLOOR				
SF-1	Not Available			
SF-2	Not Available			
SF-3	Not Available			
SF-4	Not Available			
SF-5	Not Available			
SF-6	4105	8070	33.13	7,618.00
SF-7	3735	8070	30.14	6,930.00
SF-8	3735	8070	30.14	6,930.00
SF-9	3735	8070	30.14	6,930.00
SF-10	3735	8070	30.14	6,930.00
SF-11	Not Available			
SF-12	Not Available			
SF-13	Not Available			
SF-14	Not Available			

Note-1: Applicant shall submit proposal in prescribed format along with requisite information and documents.

Note-2: One Applicant shall be allotted one Shop only.

Note-3: In addition to License fees, applicable electricity and common area maintenance (CAM) charges shall be paid by Licensee,

Note-4: The selection shall be done based on highest price quoted by the Applicants for respective shop, in a transparent bidding process, provided that the Authority reserves the rights to accept only those bids which are above this minimum reserve price.

Note-5: License shall be provided on carpet area.

Note-6: In case of any concerns or difference of opinion regarding area calculation/ allocation, decision of Estate Officer or person authorized by Authority / Ministry of Textile GOI, shall be final and binding.

Note-7: All shop spaces offered on License basis are on “as is where is basis”. On this area the successful Applicants are expected to carry out all works, as needed for use with respect to Category as allocated for the Shop on their own cost. For Shops under ‘General’ category, the allowed business/trade of merchandise categories shall be limited to Handmade Textile products such as Handloom, Handicraft and excludes power-loom products.

Note-8: Interest free Security Deposit as stipulated in the RFP and advance License fee shall be deposited as per the schedule indicated in LoI, before signing of License Agreement.

Note-9: All services for connectivity like lease lines / broad band / internet / telephone lines to be procured by the Licensee.

Note-10: Parking- parking facilities are available as part of overall parking for Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.

Bid Application Form for Licensing of Shop at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

(On Official letterhead of the Applicant)

No:

Dated:

To,

Sub: Bid for License rights in Shop at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Proposal for the aforesaid License Rights for Shop with **Identification Number _____ for sale of allowable merchandise under (Category –I or Category – II) _____** on License Fee basis at Deendayal Hastkala Sankul (Trade Centre & Museum) as per terms of RFP and selection process. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Authority shall be relying on the information provided in the Proposal and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with Licensor; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the information given by us along with the Application in response to the RFP for the above subject were true and correct as on the date of making the Proposal and are also true and correct as on the proposal due date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding/Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Bid for the above subject, without incurring any liability to the Applicants, in accordance with provisions of the RFP document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Bidding/Selection Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Successful Applicant, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the RFP and Proposal Document carefully and also surveyed the proposed licensed Shop Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding/Selection Process including the award of License Agreement.

9. I/ We shall submit Security Deposit to the Licensor in accordance with the RFP Document.

10. I/ We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the License rights as mentioned in above subject are not awarded to me/us or our Proposal is not opened or rejected.

11. The financial offer has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the RFP document, Draft License Agreement, addenda/ corrigenda, our own estimates of costs and after a careful assessment of the Shop space/site.

12. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

13. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal due date specified in the RFP.

14. I/We undertake that I/we am/are not barred by the Authority, or any government entities in India from participating in its tenders/projects or there is no bar subsists as on the Proposal Due Date,

15. In witness thereof, I/ We submit this Proposal under and in accordance with the terms of the RFP document.

Yours

(Signature, name and designation of the Authorised signatory) Name and seal of Applicant

Date: _____, Place: _____

Form 2 Details of Applicant
(On the Letter Head of the Applicant)

1. Applicant details:
 - a) Name of Applicant _____
 - b) Address of the firm in Varanasi or adjoining districts as per RFP _____

 - c) Date of incorporation and/or commencement of business, registration no. _____
 - d) GST registration details _____
 - e) PAN _____
2. Details of individual(s)* who shall serve as the point of contact / communication for Authority with the Applicant:
 - a) Name _____
 - b) Telephone / Mobile number _____
 - c) E-mail address (if any) _____
3. Under which allowable merchandise category is the proposal submitted (Category - I or Category - II):

(refer point 5 of term sheet for allowable merchandise category and refer point 7 for eligibility criteria under each category).
4. Applicant's main line of Business(s)/ Trade(s).

5. Enclosure Checklist: following shall be enclosed with Envelop-1:

SN	Document	Enclosed (yes/no)	Page No.
I	Duly filled signed and stamped Form 1 and Form 2		
II	<u>In case of Category - I</u> Attested copy of supporting document for existing establishment in Varanasi or any of the six (06) revenue divisions as specified in point no: 23 of term sheet in the RFP.		
III	<u>In case of Category - II</u> Attested copy of supporting document for existing establishment in the manufacturing/ trade of GI products of other region/States of India as specified in point no: 6 of term sheet in the RFP.		
IV	Original Power of Attorney as per Form 4		
V	Declaration cum Undertaking as per Form 5		

*In case of firm/company, submit attested copy of registration / incorporation certificate and power of attorney in favour of Authorized Signatory.

VI	Earnest Money Deposit (EMD) <i>(Demand Draft / Bankers checkup).</i> <i>MSME/NSIC registered bidders must submit copy of respective registration certificates to avail EMD exemption</i>		
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Below mentioned valid documents issued in the name of bidder clearly indicating address of the bidder as per applicable criteria, can be submitted as proof of existing establishment in Varanasi or any of the six (06) revenue divisions as per RFP,

- Valid Identity Cards issued to Weaver /Artisan by State/Central Government authority,
 - Valid Business License or Certificate of Registration issued by State/Central/Local Government authority
 - Registration certificate/license issued by Municipal authorities such as Shop & Establishment Certificate/Trade License
 - MSME Certificate
 - Complete Income Tax return (ITR 4) duly acknowledged by Income Tax authorities.
 - Import - Export certificate (IEC Code) issued by the Director General of Foreign Trade.
6. It is hereby declared that I/We have submitted only 1 (One) tender for this Shop and shall adhere to all terms and conditions as specified in the RFP document.

For and on behalf of
 (Name of the Applicant) _____

Signature:
 (Name of the Authorized Signatory) _____ Designation: _____

Place: _____ Date: _____

Form 3 Financial Bid Statement

(On the Letter Head of the Applicant, to be submitted in separate sealed envelope)

I/We hereby offer to take the Shop space with shop **Identification Number** _____ for sale of allowable merchandise **under (Category –I or Category – II)** _____ on License basis selected by me/us as per details indicated in Annexure-1 of RFP, at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh:

- a) I/we shall pay to Licensor a monthly License amount of **Rs.** _____ (in figures) (rupee _____) (in words) **per Month** plus taxes as applicable for the Licensed Shop space payable in advance as per terms and conditions mentioned in the RFP.
- b) I/we shall pay to Licensor a monthly common area maintenance charges kept fixed at Rs. 6,000 /- per month plus taxes as applicable per licensed space for 1st year (for the date of signing of license agreement) and except an annual escalation of 05% every year applicable in common area maintenance charges.
- c) I/we shall also pay Electricity charges as per actual consumption of my licensee space.
- d) I/we understand that License Fee shall be worked out on monthly basis for the individual Shop and have reviewed all the details mentioned in Annexure 1 and as confirmed in this letter.
- e) I/we confirm that I/We shall be responsible for making required safety and security arrangements for the licensed space, and acknowledge that, the Licensor shall not be liable for any security or safety related matters of the Licensed Space.
- f) I/we acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Licensed Space including but not limited to technical and financial viability, legal framework and operational requirements and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFP.
- g) I/we understand that the License fee shall be worked out on the basis of total area of the individual shop indicated in the Annexure1 of the RFP.
- h) I/we confirm that all applicable terms and conditions in RFP and License Agreement shall be adhered to by me/us during entire License period.
- i) I/we understand that allocation of shop will be done on ranking of the bid, as per financial bid submitted. I/we undertake that we shall provide all required inputs from our side within time indicated by the Authority, to avoid cancellation of my bid.
- j) I/we hereby acknowledge that Authority reserves all rights to modify, cancel or make appropriate reservations as per Authority's discretion in the selection process.
- k) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
- l) I/we understand that all stamp duties for registration of shop required for execution of License agreement in pursuance of this Bid and that shall be borne by Licensee.
- m) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the Shops offered, all risks and contingencies and all other conditions that may affect the financial bid.
- n) I/we agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Authorized signatory

Name & Seal of the Applicant

Name: _____ Designation: _____ Company Name: _____

Address: _____ Contact _____

[on non-judicial stamp paper of Rs. 100/-]

Power of Attorney by Applicant / Firm in favor of Designated Person

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

Shri -----(Name of the Person, domiciled at ----- (Address), acting as ---

----- (Designation and name of the Firm), and whose signature is attested below, is hereby authorized on behalf of ----- (Name of Bidder) to sign and submit the proposal, negotiate and settle terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings, etc. as may be required by Authority/Licensor for "**Licensing of Shop Space at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, Uttar Pradesh**" and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri -----)

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person) shall be binding on us as if same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this ----- day of ----- 2018—in the presence of the following witnesses,

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Signature:..... [Signature of authorized signing officer]

Name:..... [Name of authorized signing officer]

Title:..... [Title of authorized signing officer]

** Any change in the designated person should be informed to Authority/Licensor along with a similar Power of Attorney in favor of such person.*

Declaration cum Undertaking
(on letter head of Applicant)

To,
Office of Development Commissioner (Handicrafts), Ministry of Textiles, Govt. of India

I/We hereby declare that, in case we are allotted the Licensed space:

- a) I/we shall display and sell only handmade products in the Licensed area,
- b) I/we shall adhere to the 'Disaster Management Protocol',

Signature of Applicant Date: _____

List of Abbreviations used in the Bid Document

1. Avg.: Average
2. BAF: Bid Application Form
3. BMS: Building Management System
4. CCTV: Close Circuit Tele Vision
5. CAM: Common Area Maintenance
6. CPPP: Central Public Procurement Portal
7. DD: Demand Draft
8. EMD: Earnest Money Deposit
9. GOI: Government of India
10. Govt.: Government
11. GST: Goods and Services Tax
12. ITB: Instructions to Bidders
13. LF: License Fee
14. LOI: Letter of Intent
15. MSME: Micro, Small & Medium Enterprises
16. Min.: Minimum
17. Max.: Maximum
18. MOT: Ministry of Textiles, Government of India
19. DC(HC): Office of the Development Commissioner for Handicrafts
20. NEFT: National Electronic Funds Transfer
21. NSIC: National Small Industries Corporation
22. NIT: Notice Inviting Tender
23. No.: Number
24. O/o: Office of
25. O&M: Operations and Maintenance
26. PAN: Permanent Account Number
27. PO: Pay Order
28. PoA: Power of Attorney
29. RFP: Request for Proposal
30. Rly.: Railway
31. RTGS: Real Time Gross Settlement
32. SN: Serial Number
33. SD: Security Deposit
34. Sq.ft: Square feet
35. Sqm: Square Meter
36. TAN: Tax Account Number
37. WSC: Weaver Service Centre

Draft License Agreement