

**REQUEST FOR PROPOSAL
2nd Call**

**For Licensing of Guest House in
Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation
Centre), Varanasi**



June, 2020

**Office of the Development Commissioner (Handicrafts), Ministry of Textiles,
West Block No.: 7, R.K. Puram,
Sector 1
New Delhi - 110066**

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

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The issue of this RFP does not imply that Authority is bound to select Applicant or to appoint the Successful Applicant, as the case may be. Authority 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 Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and Authority 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.

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Notice Inviting Tender (NIT)

Office of Development Commissioner (Handicrafts) for Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi, Ministry of Textiles, Government of India, invites tender from all interested applicants for ‘**Licensing of Guest House in Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi**’.

Schedule of Requirements:

Licensing of **Guest House** in Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) at Varanasi for three (03) years license period.

Eligibility:

The applicant/firm should meet the following requirement:

- Agency should have experience of 10 years in operation and maintenance of a hotel, lodge or a guest house in the last 10 years with a clean track record.
- Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely operation and maintenance of hotels, lodges or guest houses
- The applicant should have valid Trade/Business license of Certificate of Registration issued by the Central/State/Local Government authority
- The applicant should have a valid PAN Card issued by the Competent Authority and must submit ITR IV for last three years
- The applicant should have valid GST Registration Number.

Bid Security / EMD

All Applicants shall submit EMD of **Rs. 1,00,000/- (Indian Rupees One Lakh only)** through Account Payee Demand Draft/Banker's Cheque to the bank account as per bank details provided in the termsheet.

Instructions:

- The detailed Request for Proposal document can be downloaded from <https://eprocure.gov.in/eprocure/app> and www.handicrafts.nic.in from **19th June 2020** onwards till opening of bids.
- To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on **25th June, 2020, 1200 Hrs (12:00 Noon) at O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi - 110066**
- Applicants must submit/upload duly completed proposal along with EMD and other prerequisites/ documents in support of eligibility criteria etc. as per formats given in RFP, on or before the specified time.
- The intending bidder must read the terms and conditions in the RFP carefully. He/ She should only submit his/her bid if he/she considers himself eligible and he/she is in possession of all the required documents.
- Bidders are advised to follow the instructions as provided in the “Instructions to the Bidders” in the RFP document.
- 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 Office of Development Commissioner for Handicrafts.
- Intending bidders are advised to visit CPPP site <https://eprocure.gov.in/eprocure/app> or www.handicrafts.nic.in regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Critical Date Sheet

1	Published Date	19 th June, 2020
2	RFP document Download Start Date and Time	19 th June, 2020, 1700 Hrs (05:00 PM)
3	Pre Bid Meeting Date and Time	25 th June, 2020, 1200 Hrs (12:00 Noon)
4	Proposal Submission Start Date and Time	26 th June, 2020, 1700 Hrs (05:00 PM)
5	Proposal Submission End Date and Time	14 th July, 2020, 1200 Hrs (12:00 Noon)
6	Technical Proposal Opening Date and Time	15 th July, 2020, 1300 Hrs (01:00 PM)

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

Term Sheet

S. N.	Description	
1.	Cost of Bid 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 e-tendering website https://eprocure.gov.in/eprocure/app</p> <p>Copy of RFP is also available on www.handicrafts.nic.in.</p>
3.	Total space available for bidding	<p>Guest House [18 twin bedded suits and 15 dormitories having 81 beds]</p> <p>Built-up area approx. 1479 Sq.m .</p>
4.	License Period	3 (Three) years i.e. 36 months
5.	Reservations (Fixed Parameter)	NIL
6.	Eligibility Criteria	<p>a) Agency should have experience of 10 years in operation and maintenance of a hotel, lodge or a guest house in the last 10 years with a clean track record.</p> <p>b) Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely operation and maintenance of hotels, lodges or guest houses</p> <p>c) The applicant should have valid Trade/Business license of Certificate of Registration issued by the Central/State/Local Government authority</p> <p>d) The applicant should have a valid PAN Card issued by the Competent Authority and must submit ITR IV for last three years</p> <p>e) The applicant should have valid GST Registration Number.</p>
7.	Consortium Agreement	<p>A maximum of two (2) consortium members are allowed with lead member maintaining minimum 51% stake in the consortium.</p> <p>In case of Consortium, the applicant shall meet all provisions specified in Clause 1.8.</p>
8.	Bid System	Online by CPP Portal of Government of India

9.	Method of Selection	<p>Financial bid of those applicant will be opened who will qualify in the Technical bid. 60% marks will be qualifying marks for the technical bid.</p> <p>Selection will be made on the basis of combined quality cum cost base selection method. The technical score will be given a weightage of 70% and the financial score will be given a weightage of 30%.</p> <p>According to QCBS Selection (Rule 192 of GFR 2017)</p>
10.	a) Minimum Reserved Price for License Fee	<p>i) Authority shall reserve the rights to ascertain the minimum reserve price for License space under this RFP and accept only those bids which are above this minimum reserve price.</p> <p>ii) Bidders must quote License fee in Rupees only</p>
	b) Common Area Maintenance (CAM) Charges	<p>License fee does not include CAM charges.</p> <p>CAM charges are additional which is Rs.10,000/- per month + GST (as applicable)</p>
11.	Electricity and water charges	Electricity and Water charges to be payable extra as per actual consumption of individual licensee.
12.	Site Visit	Applicants are advised to submit their respective Bids only after visiting the site.
13.	Pre Bid Conference	<p>25th June 2020 , 1200 Hrs (12:00 Noon)</p> <p>Venue: Office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R. K. Puram, Sector 1, New Delhi – 110066</p>
14.	Last date of sending queries	24th June 2020 , 1700 Hrs
15.	Name and Address where queries/correspondence concerning this Request for proposal is to be sent.	<p>Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at sohanjha1989@gmail.com and pradyuman.pandey@gov.in</p> <p>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</p>
16.	Agency's response to queries by	<p>26th June 2020, 1800 Hrs</p> <p>Response to all the queries shall be uploaded on https://eprocure.gov.in/eprocure/app, and www.handicrafts.nic.in</p>

17.	Earnest Money Deposit (EMD)	<p>All Applicants shall submit EMD of Rs. 1,00,000/- (Indian Rupees One Lakh only) through Account Payee Demand Draft/Banker's Cheque to the Accounts Officer (HQ), Office of the Development Commissioner (Handicrafts) payable at New Delhi</p> <p>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.</p> <p>EMD will not bear any interest payable by the Authority to the successful Applicant/licensee.</p> <p>Exemption of EMD will only be given to MSME/NSIC registered bidders.</p> <p><i>Applicants are requested to refer clause 1.9 for details and instructions.</i></p>
18.	Proposal Submission	<p>Applicants must submit the proposal online at CPP Portal https://eprocure.gov.in/eprocure/app</p>
19.	Last date and time of Submission of Proposals (Proposal Due Date)	14th July 2020, 1200 Hrs (12:00 Noon)
20.	Date of opening of proposal by Bid opening committee	<p>15th July 2020, 1300 Hrs (01:00 PM)</p> <p>Venue: O/o Development Commissioner (Handicrafts) Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi – 110066</p>
21.	Validity of proposal	90 days from due date of Submission of Proposal.
22.	Letter of Intent (LoI) to successful applicants	To be communicated later
23.	Performance Security	<p>Successful Applicant shall submit Performance Security (PS) equivalent to 5 % of the License Fee for the entire contract period of 3 year (i.e. 36 months)</p> <p>PS submitted in form of Bank Guarantee, in the name of "President of India acting through Development Commissioner for Handicrafts, Ministry of Textiles, Government of India".</p> <p>PS should remain valid for a period of sixty days beyond the date of expiry of License period.</p> <p>PS to be submitted by the Applicant before signing of License agreement. PS will not bear any interest payable by the Authority/Licensors to the successful Applicant/licensee.</p> <p><i>Applicants are requested to refer clause 1.10 for details and instructions.</i></p>

24.	Signing of License Agreement	<p>Within 7 working days from date of receipt of full payment of Advanced License Fee along with applicable taxes, charges and interest free Performance Security (PS) 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.</p>
25.	Mobilization Period	<p>The licensee shall be allowed sixty (60) 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>
26.	Commencement Date (of License Period)	The commencement date of License Period shall be 10 th (Tenth) day from date of signing of License Agreement.
27.	License Period	<p>The License period shall be for three (03) years term from commencement date.</p> <p>Post completion of License Period the Interest free Performance Security will be refunded after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.</p> <p>After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space with the provision of Right of First Refusal (ROFR) to the existing licensee, subject to past performance.</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 and with approval of authorized representative designated by the Authority/Ministry of Textiles, GoI.</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 installed by licensee in the Licensed space will vest with the licensor.</p>
28.	Sub-licensing/sub-letting	No sub-licensing/sub-letting is allowed
29.	Payment Terms	Cumulative license fee and applicable Taxes for the complete year shall be paid annually one month in advance before commencement of next year.
30.	Modes of Payment	Payments can be made through Demand Draft/Banker's Cheque as per details provided in the term sheet.
31.	Commencement of License fee	From Commencement Date as defined in the term sheet.
32.	Statutory documents and approvals.	Licensee shall obtain all due permits, necessary approvals, licenses, clearances and sanctions from the competent authorities for all activities before Commencement of Operation.

33.	Commencement of Operations	The licensee shall commence operation from “Commencement Date” as defined in the Term Sheet.
34.	Exit by Licensee	<p>The Licensee cannot terminate or Exit from the License Agreement for one (1) year (i.e. twelve month) from the date signing of the agreement.</p> <p>In case of breach of this commitment by the licensee, complete advance License Fee by the licensee shall be forfeited. In such case interest free performance guarantee will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.</p> <p>Post completion of one (1) year of license term from the date of signing of the license agreement, the 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 performance guarantee will be refundable after deduction of applicable dues/arrears/damages etc, subject to agreement conditions.</p>
35.	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 Licensor or cancellation of License Agreement due to breach of agreement terms and conditions by licensee, complete advance License Fee and Performance Security paid by the licensee shall be forfeited.</p> <p><i>Applicants are requested to refer clause 3.1 for details and instructions.</i></p>
36.	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 Performance Security 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>
37.	Clauses on fraud and corruption in the Contract:	<i>Applicants are requested to refer clause 1.11</i>
38.	Public Premise	Deendayal Hastkala Sankul (Trade Centre and 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
39.	Prohibited Activities	<i>Applicants are requested to refer clause 3.4.</i>
40.	Details for Demand Draft	Demand Draft shall be made in favor of Accounts Officer (HQ), O/o the Development Commissioner (Handicrafts) , issued by one of the nationalized/ Scheduled Banks of India, payable at New Delhi.

SECTION 1: Instructions to Bidders (ITB)

1.1 Background

Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) 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.

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.

The state of the art facilities offered at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), 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 Guest House:

The project strategically offers requisite facilities for improving visitor experience and their retention for longer period. Guest House is envisaged to offer a comfortable and relaxing experience in the Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) at Varanasi.

The complex offers Guest House on the second and third floor of Block 3 i.e. in Food Court cum Guest House block with area as listed below:

Area of Guest House approx. 1479 Sq. m.

1.3 Details of Guest House

1.3.1 Guest House comprises 15 Dormitories and 18 twin bedded suits which are located on the second and third floor of Food Court cum Guest House Block respectively. The details are provided below:

Dormitories : 15 in No.

Sl. No.	Description	Total Unit	Unit Size (mm)	No. of Beds
1	Dormitory (Type 1)	1	10420 X 7700	10
2	Dormitory (Type 2)	1	7790 X 5875	6
3	Dormitory (Type 3)	2	5255 X 8785	5 in each
4	Dormitory (Type 4)	4	3920 X 8785	5 in each
5	Dormitory (Type 5)	2	8220 X 3920	4 in each
6	Dormitory (Type 6)	1	8220 X 4970	4
7	Dormitory (Type 7)	1	10485 X 5685	6
8	Dormitory (Type 8)	1	5560 X 11070	6
9	Dormitory (Type 9)	1	3905 X 11070	6
10	Dormitory (Type 10)	1	4105 X 11070	5
TOTAL		15		81

Suits: 18 twin bedded rooms with attached toilets

Facilities Available in Guest House:

- Dormitories and suits are provided as warm shell facility with all basic amenities installed such as flooring, false ceiling, ambient lighting, air conditioning, power points etc.
- Dormitories have 81 single occupancy beds and lockers are provided. Suits have double occupancy beds with lockers in each room.
- Beddings, drapes, TV units already available and the same will have to be maintained properly by the agency and will have to be returned at the end of license period.
- 2 sets of public utility facility for gents, ladies and physically handicapped for convenient approach from dormitories
- 2 lift lobbies with 2 passenger elevators each and one staircase
- All core services such as electrical, fire alarm, fire fighting, air-conditioning, plumbing available.

Other Facilities Available in DHS:

- Food facility is available in the food court and will also be available in the restaurant within DHS, Varanasi in near future.
- Banking Facility through Punjab National Bank (PNB) is available
- Parking facility is available
- Agencies to operate and maintain air conditioning, lighting, lifts, security etc. are also available.

Note: The Guest House has been set up to promote Handloom/Handicrafts culture and tradition in Varanasi region. Accordingly, whenever there is a visit of officials of Ministry of Textiles or organization of promotional events of Handloom/ Handicrafts in premises, preference shall be given to the bookings for the same as per the rates already decided by the Competent Authority.

Minimum Reserve Price for Guest House

The minimum reserve price for the monthly license fee of the Guest House (which includes 18 suits and 15 dormitories) has been set by the Competent Authority and only those financial bids which are more than the minimum reserve price shall be accepted.

Sl. No.	Year	Period	Minimum Reserve Price for license fee per month (In Rs.)
1	I	First 6 months	Confidential
2	I	Next 6 months	Confidential
3	II	All 12 months	Confidential
4	III	All 12 months	Confidential

A **maintenance charge of Rs. 10,000/- per month and applicable GST** shall be payable extra since the beginning of first year. This maintenance charge includes security charges for guards/security service, lift service charge, parking charges, water supply maintenance etc. In addition to this, **electricity charges** as per actual consumption shall be paid by the licensee.

The bidder who will be awarded the license to run the guest house shall have the rentals for guest rooms and dormitory beds for the promotional event/official tour of Government Officials as per the following rates:

Category	Promotional event/official tour of Government Officials (In Rs.)
Guest Room	1,000/-
Dormitory	100/-

1.4 Authority

1.4.1 For the purpose of this RFP, Authority shall mean Development Commissioner (Handicrafts), the administrative authority for Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi, appointed by Ministry of Textiles, Government of India.

1.5 Licensor and Authorized Signatory for Licensor

“The Licensor” means President of India, through Development Commissioner (Handicrafts), Ministry of Textiles, Government of India.

Sr. Director (H) or any other officer Authorized by Development Commissioner for Handicrafts, Ministry of Textiles shall be appointed as Authorized Signatory

1.6 Request for Proposal (RFP)

1.6.1 The Authority invites online proposal in prescribed formats from eligible Applicants (“Applicants”) for Licensing of the Guest House.

1.7 Eligibility Criteria

Applicant shall meet following minimum eligibility criteria:

- Agency should have experience of 10 years in operation and maintenance of a hotel, lodge or a guest house in the last 10 years with a clean track record.

- b) Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely operation and maintenance of hotels, lodges or guest houses
- c) The applicant should have valid Trade/Business license or Certificate of Registration issued by the Central/State/Local Government authority
- d) The applicant should have a valid PAN Card issued by the Competent Authority and must submit ITR IV for last three years
- e) The applicant should have valid GST Registration Number.

1.8 Consortium Related Matters

A. Additional Requirement for Proposals Submitted by a Consortium

A Consortium shall be eligible for consideration subject to the conditions set out below.

- a. The number of Members in a Consortium can be a maximum of 2(two).
- b. The Proposal should contain the information required for each member of the Consortium.
- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have a share of at least 51% (fifty-one percent), till the end of License Period. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP (please refer Form 6), signed by all other members of the Consortium. The representative of Lead Member shall be the single point of contact throughout the Bidding Process.
- d. The Lead Member must satisfy the eligibility criteria as required in Clause 1.7 for the RFP.
- e. An individual Bidder cannot be a member of any other Consortium bidding for this RFP.
- f. Further, a member of a Consortium can neither submit Proposal for this RFP as an individual Bidder nor as a member of any other Consortium bidding for this RFP.
- g. Members of the Consortium shall enter into a binding ‘**Consortium Agreement**’ / **Joint Venture (JV)** Agreement for the purpose of submitting the Proposal. The Consortium Agreement shall, inter alia:
 - Convey the intent to carry out scope of work as per RFP.
 - subject to the provisions of clause (c) above, the Proposal should contain the information required for each member of the Consortium;
 - the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - include a statement to the effect that, all members of the Consortium shall be liable jointly and severally for all obligations of the Licensee in relation to the Licensed space in accordance with the Agreement and the statement to this effect shall also be included in the JV / Consortium Agreement and the Agreement; and Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the JV / Consortium Agreement without the prior written consent of the Authority/Licensor as the case may be.
- h. A copy of the Consortium Agreement should be submitted along with the Proposal. The Consortium Agreement entered into between the Members of the Consortium should fulfill the above requirements, failing which the Proposal shall be considered Non-Responsive. Refer Form 5 for JV/Consortium Agreement.

B. Change in composition of Consortium

- a. Lead Member cannot be re nominated/replaced/substituted during the entire License Period.
- b. For any change in the Consortium composition other than Lead Member, prior approval to be

acquired from the Authority/Licensor as the case may be..

1.9 Earnest Money Deposit (EMD)

Proposal should necessarily be accompanied by **an Earnest Money Deposit for an amount of Rs.1,00,000/-** (Indian Rupees One Lakh only) through Account Payee Demand Draft 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.

Exemption of EMD will only be given to MSME/NSIC registered bidders.

EMD will not bear any interest payable by the Authority to the successful Applicant/licensee.

EMD of successful Applicant shall be retained by the Authority till Performance Security is submitted by the successful Applicant. 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.

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.

1.10 Performance Security

Successful Applicant shall submit **Performance Security (PS) equivalent to 5 % of the License Fee for the entire contract period of 03 years (i.e. 36 months)** PS submitted in form of Bank Guarantee, in the name of “President of India acting through Development Commissioner for Handicrafts, Ministry of Textiles, Government of India”. Performance Security should remain valid for a period of sixty (60) days beyond the date of expiry of License period.

PS to be submitted by the Applicant before signing of License agreement. PS shall not bear any interest payable by the Licensor to the successful Applicant/licensee. EMD will be refunded to the successful bidder on receipt of Performance Security.

Exiting from License agreement after payment of Performance Security even without taking possession of Guest house shall lead to forfeiture of Performance Security and all other payments made.

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 Performance Security.

In case of death of licensee, legal heir shall be responsible for the Licensed space. On expiry of the License the unadjusted balance of Performance Security and advance deposits shall be returned / refunded to the legal heir of the licensee after adjustment of dues, if any.

1.11 Fraud and Corruption

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

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;

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

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.

1.12 Preparation and Submission of the Proposal

- a. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.
- b. Tenderer who has downloaded the tender from the official website www.handicrafts.nic.in, and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner.
- c. **Pre-bid Meeting:** To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on date, time and location specified in Critical Date Sheet. All queries shall be sent before last date of sending queries to the concerned person as specified in the Data Sheet.
- d. The Bidders should submit the complete tender documents only after satisfying each and every condition laid down in the tender documents. Every document of the technical bid should be signed by the bidder with seal of the firm/agency.
- e. The proposal and supporting documents shall be in English language and bidders shall express the price of their financial proposal in Indian Rupees (INR) only.
- f. The original proposal shall contain no interlineations or overwriting except as necessary to correct the errors made by applicants themselves, which must be initialed by Authorized Signatory.
- g. It is deemed that prior to submission if the proposal the bidder has made a complete and careful examination of tender, received all relevant information required from the Authority and has submitted the financial bid considering all financial viability aspects. No additional information will be provided

after proposal due date.

- h. Authority reserves the right to verify the information provided by the bidder and seek additional information.
- i. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the quotation. Quotation must be unconditional.
- j. The bidders may be required to show the original documents if Authority or O/o DC (Handicrafts) demands for the same.
- k. The tender shall be submitted online in Two part, viz., Technical bid and Financial bid.
- l. Financial bid is to be submitted as per financial bid format/ BOQ template provided in “**FORM-4**” of this RFP, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.
- m. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

NOTES:

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

Note-2: Applicant shall submit only one proposal for Licensed space under this RFP.

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

Note-4: 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-5: Interest free Performance Security 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-6: All services for connectivity like lease lines / broad band / internet / telephone lines to be procured by the Licensee.

Note-7: Parking- parking facilities are available as part of overall parking for Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre).

1.12.1 Submission of Bid Security/EMD

- a. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount as specified in the term sheet 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.
- b. Bidder should prepare and submit the scanned copy EMD online as per the instructions specified in the tender document. Original EMD in the form of Demand Draft, shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) **For Licensing of Guest House** and submitted at the address mentioned in the point number 15 of term sheet before the end date and time indicated for the same.
- c. Exemption of Bid Security Deposit/EMD:

Tender Security is exempted for bidders (Micro & Small Enterprises) registered with District industries Centre or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate

category of item tendered, and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Security if;

- either they are not registered for category of item tendered.
- or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from “Tender Security”, being MSEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration under the category of tendered item, and Terminal Validity of registration.

In absence of any of the above requirements no exemption for Tender Security will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

- d. Tenders without EMD are liable to be rejected.
- e. EMD of successful Applicant shall be retained by the Authority till Performance Security is submitted by the successful Applicant. 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.
- f. The EMD shall be forfeited by Authority in the following events:
 - i. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - ii. If a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect;
 - iii. If the Proposal is varied or modified in a manner not acceptable to Authority after opening of Proposal during the validity period or any extension thereof.
 - iv. If the bidder tries to influence the evaluation process.
 - v. In the case of Selected Bidder, if it fails within the specified time limit -
 - to accept the LoA; and / or
 - to sign the Agreement; and / or
 - to furnish the Performance Security; and
 - vi. In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

SECTION 2: Evaluation, Award and Signing of Agreement

2.1 Evaluation of Proposal

a. Technical Evaluation

The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in clause 1.5 of the RFP. Technical proposals shall have a weightage of 70%. The evaluation will be based on the following:

Sl.	Criteria	Supporting documents Mandatory
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01	Criteria No. 1- Max 40 points Agency should have successfully completed at least one contract for operation and maintenance of a hotel, lodge or a guest house in the last ten years <table border="1" data-bbox="331 297 1109 506"> <tr> <td data-bbox="331 297 432 365">A</td> <td data-bbox="432 297 1011 365">1 contract in last 10 years</td> <td data-bbox="1011 297 1109 365">20</td> </tr> <tr> <td data-bbox="331 365 432 432">B</td> <td data-bbox="432 365 1011 432">2-3 contracts in last 10 years</td> <td data-bbox="1011 365 1109 432">30</td> </tr> <tr> <td data-bbox="331 432 432 506">C</td> <td data-bbox="432 432 1011 506">4 or more contracts in last 10 years</td> <td data-bbox="1011 432 1109 506">40</td> </tr> </table>	A	1 contract in last 10 years	20	B	2-3 contracts in last 10 years	30	C	4 or more contracts in last 10 years	40	Copy of self certified letter for award of contract/agreement work order along with completion certificate. Note : submission of completion/ performance certificate of undergoing contract is mandatory
A	1 contract in last 10 years	20									
B	2-3 contracts in last 10 years	30									
C	4 or more contracts in last 10 years	40									
02	Criteria No. 2 - 30 Awards & appreciation – 20 [per award & appreciation: 5 points] Media Coverage – 10 [per media coverage of appreciation: 5 points]	Copy of self certified supporting documents for each category is required									
03	Criteria No. 3 - 30 Average Annual turnover should be minimum Rs.50 Lakhs in the last three consecutive financial years. <table border="1" data-bbox="331 943 1082 1048"> <tr> <td data-bbox="331 943 432 981">A</td> <td data-bbox="432 943 970 981">Firms having turnover upto Rs.1 Crore</td> <td data-bbox="970 943 1082 981">20</td> </tr> <tr> <td data-bbox="331 981 432 1048">B</td> <td data-bbox="432 981 970 1048">Firms having turnover of more than Rs.1 Crore</td> <td data-bbox="970 981 1082 1048">30</td> </tr> </table>	A	Firms having turnover upto Rs.1 Crore	20	B	Firms having turnover of more than Rs.1 Crore	30	Certificate duly certified by CA /			
A	Firms having turnover upto Rs.1 Crore	20									
B	Firms having turnover of more than Rs.1 Crore	30									
Other conditions- In addition to the above, the applicant must submit: i) Trade/Business license of Certificate of Registration issued by Central/ State/ Local Govt. Authority ii) Copy of PAN Card iii) Copies of ITR submitted for last three years Bidder securing consolidated marks of 60 and above will be declared qualified and financial bid of only those bidders will be opened. The EMD of bidders who do not qualify the technical evaluation shall be returned to respective unsuccessful bidders.											

b. Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders will only be opened and evaluated.

Financial Proposals are given a weightage of 30%. The lowest bidder will be given full marks and others bidders with higher quotes shall be marked accordingly.

The Authority reserves the right to reject any proposal which is non-responsive.

The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFP.

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.

2.2 Award of License and Signing of License Agreement

- The Authority shall notify the Successful Applicant through a Letter of Intent (LoI).

- 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 **Performance Security** in the manner prescribed herein.
- Failure of the Successful Applicant to execute the contract agreement, submit Performance Security and advance License fee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.
- The licensee shall operate the licensed space as per the reservation / fixed parameter, if any, defined in the Term Sheet of this RFP.
- The licensee shall bear all the payments towards stamp duty for registration of licensed space required for the execution of License agreement in pursuance of this Bid.
- The licensee shall indemnify the Licensor from all claims that may arise from the statutory authorities in connection with the License Agreement.
- The licensee shall operate, maintain, market, manage and transfer back the licensed space during the Agreement Period at its own cost.
- Licensee shall obtain required additional furniture & fixtures, kitchen equipment, various requisite
- licenses etc. at its own cost.
- The licensee shall procure and maintain requisite insurance for its Licensed space at its own cost.
- The licensee shall not store/ sell any illegal/ prohibited products/ items.
- The licensee shall operate the Licensed space as per applicable laws and obtain required clearances.
- The licensee shall bear cost to any loss or damage caused to the property by the licensee.
- 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.

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 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.

The engagement would be for a contract period of 03 years.

3.1 Breaches/Surrender/Termination of License Agreement

Surrender of License Agreement by giving advance 90 days' notice: Detailed in Draft Agreement.

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 Guest House, 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 Guest house 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 banned/prohibited usage as per clause 3.4.

3.2 Force Majeure

Neither the Licensor nor Licensee shall be liable for any inability to fulfill 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.

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 performance security shall be refunded by the Licensor to the Licensee after adjusting outstanding dues, if any.

3.3 Indemnity and Insurance

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.

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.

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.

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.

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.

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.

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.

The Licensee shall indemnify the Licensor from any damage charges to be incurred if the Licensed Guest House has not been handed over to the Licensor in good condition as required under this agreement.

The Licensee shall indemnify the Licensor from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or the Licensor employees or loss to property of the Licensor.

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.

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.

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 (Craft Museum & Trade Facilitation Centre), 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 Guest House at
Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi, Uttar
Pradesh**

(Bid Application Form - Annexure)

Name and address of the Applicant:

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

Date

Place.....

Form - 1

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

(On Official letterhead of the Applicant)

No:

Dated:

To,

Sub: Bid for License rights of Guest House at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), 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 **Guest House** on License Fee basis at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre) 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 RFPdocument.

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 Guest House. 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 Performance Security 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 Guest House/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. I/ We hereby submit our Proposal, RFP document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

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 Authorized signatory)

Name and seal of Applicant

Date: _____, Place: _____

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

S.N.	Documents	Enclosed (yes/no)	Page No. in proposal
1	Name of Applicant		
2	Address of the firm		
3	Date of incorporation and/or commencement of business, registration no.		
4	GST registration details		
5	PAN		
6	Applicant's main line of Business(s)/ Trade(s)		
7	Trade/Business license of Certificate of Registration issued by Central/ State/ Local Govt. Authority		
8	Copies of ITR submitted for last three years		
I	Duly filled Form 1 and Form 2		
II	Attested copy of Certificate of Incorporation/ registration		
III	Certificate as per Form 3 (Financial Capacity)		
IV	Earnest Money Deposit (EMD) (Demand Draft / Bankers check). MSME/NSIC registered bidders must submit copy of respective registration certificate to avail EMD exemption).		
V	Original Consortium Agreement (as per Form 5, if applicable)		
VI	Original Power of Attorney by each member of the bidder, in favor of the Lead Member (as per Form 6, if applicable)		
VII	Original Power of Attorney by Applicant/Lead Member in favor of Designated Person(s) (as per Form 7)		

1. It is hereby declared that I/We have submitted only 1 (One) tender for this Guest House 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 Capacity of the Applicant Firm/ Bidder
(Certificate from Statutory Auditor/ Chartered Accountant)

S. No.	Financial Year	Annual Revenue (In Lakhs)
1	2018 – 2019	
2	2017 – 2018	
3	2016 – 2017	

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that _____ (Applicant / bidder) has the turnover from one or multiple of the following businesses of operation and maintenance of hotels, lodges and guest houses.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

Form - 4
Financial Bid Statements
(On the Letter Head of the Applicant)

I/We hereby offer to take the built-up **Guest House** on License basis as per details indicated in the RFP, at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi, Uttar Pradesh:

a) I/we shall pay to Licensor a License fee as per the following:

Sl. No.	Year	Period	Price (to be Quoted) for license fee per month (in Rs.)	Month	Total quoted License Fee by bidder (In Rs.)
			(A)	(B)	(A X B)
1	I	First 6 months		6	
2	I	Next 6 months		6	
3	II	All 12 months		12	
4	III	All 12 months		12	
Grand total for 3 years:					

- b) The financial proposal shall be evaluated based on cumulative amount for 3 years
- c) The License fee for the Guest house should be payable in advance before signing License Agreement as per terms and conditions mentioned in the RFP.
- d) I/we shall also pay the other utility charges like CAM, electricity, water, etc. (i.e. maintenance charge of Rs.10,000/- per month shall be payable extra since the beginning of first year.)
- e) I/we undertake that the licensed Guest House shall not be utilized for business / trade other than as identified in the RFP for this Guest House.
- f) 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.
- g) 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.
- h) I/we confirm that all applicable terms and conditions as specified in the RFP and License Agreement shall be adhered to by me/us during the entire License Period.
- i) I/we understand that allocation of Guest House will be done on ranking of the bid.
- j) 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.
- k) 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.
- l) 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.
- m) I/we understand that all stamp duties for registration of built-up Guest House required for the execution of License agreement in pursuance of this Bid, shall be borne by Licensee.
- n) I/we undertake that, if any loss incurs during License Period, to any movable/ immovable properties of the License Space, cost of same will be borne by Licensee. In case Licensee does not rectify damages, same shall be recovered from Performance Security deposited by Licensee.

o) 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 Guest House offered, all risks and contingencies and all other conditions that may affect the financial bid.

p) 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 _____

Annexure 5: Form 5 (Consortium Agreement)

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

Consortium Agreement

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2017 between _____ a Company registered under the Companies Act 1956/2013 and having its registered Office at _____ (hereinafter referred to as "the Party of the First Part") and _____ also a Company registered under the Companies Act 1956 and having its registered office at _____ (hereinafter referred to as "the Party of the Second Part")

WHEREAS:

- i) All the Parties of the First and Second Part are entitled to enter into joint venture/ partnership with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association.
- ii) The Parties hereto propose to participate as a Consortium to Bid based on the Request for proposal (RFP) published by Authority for Licensing of Guest house ("the Proposal") by pooling together their resources and expertise.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1) That the Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions as per the License Agreement.
- 3) That in the event the Parties hereto succeed in the Proposal for the Licensed Space, the JV / Consortium will undertake the role in accordance with terms and conditions of the RFP and will execute the License Agreement and all the documents /writings / papers with the Licensor and undertake the operations of the Licensed space in accordance with the terms of License Agreement.
- 4) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, at least 51% in the JV / Consortium during the License period from the Compliance Date. Any change in composition of the Consortium/JV, including lead and non-lead members shall be at the sole discretion and with prior written permission of Licensor during the License period from the Compliance Date.
- 5) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, maximum number of shareholder in consortium shall not be more than 2 (Two), during the License Period.
- 6) The roles and responsibilities of the Members of the Consortium shall be as follow:
 - a) The Party of the First Part (Lead Member) shall be responsible for:
 - (i)
 - (ii)
 - (iii)
 - b) The Party of the Second Part shall be responsible for:
 - (i)
 - (ii)
 - (iii)
 - d) Each of the Parties shall be liable and responsible jointly and severally for:
 - i. Compliance of all statutory requirements as may be applicable in respect of the operation of Licensed Space during the entire License Period.
 - ii. Contribute to the Joint Venture, all of its management and business experience, expertise, competence and acumen for the success of the operation of Licensed Space.

(Note: Role & Responsibility of all members of the Consortium shall be included in the above para)

7) That the minimum share of each Party (Member) (in percentage term) in the JV / Consortium shall be as follows:

Name of the Party (Member)	% of share
_____	_____
_____	_____

8) That the responsibility of all the members of the Consortium shall be joint and Several at every stage of License Period.

9) That in case the Licensed Space is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Licensee and will comply with all the terms and conditions of the License Agreement as would be entered with the Licensor.

10) That this Consortium Agreement shall remain in full force and effect till the License Agreement is signed.

11) That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

(Note: The above provisions are mandatory, the Consortium may add any other provision, if required)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first herein above written.

Signed and delivered for and on behalf)

Of the within named M/s.....
..... by its Director,

duly authorized in the presence of
.....

Signed and delivered for and on behalf)

Of the within named M/s.....
by its Director,

duly authorized in the presence of
.....)

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

POWER OF ATTORNEY BY EACH MEMBER OF THE BIDDER, IN FAVOR OF THE LEAD MEMBER

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for the **Licensing of Guest House at Deendayal Hastkala Sankul (Craft Museum & Trade Facilitation Centre), Varanasi, Uttar Pradesh** as a member of consortium, we,[name of the authorizing company], a company incorporated under the laws of, the registered address of which is..... hereby duly authorize.....[Name of Lead Member], the registered address of which is, to lawfully represent and act on our behalf as the Lead member of the Consortium / Joint Venture to sign any qualification statement, Proposal, conduct negotiations, sign contracts/License Agreement, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Licensed Space.

We hereby confirm that we are jointly and severally liable, together with the other members of the Consortium/ Joint Venture, to the Authority and Licensor for all of the obligations of the Consortium/ Joint Venture in respect of our Proposal for the Licensed Space, in accordance with this RFP document for the Licensed Space issued on _____ and as amended prior to the date hereof. We hereby ratify and confirm that all the acts done by our said attorney _____ (name of lead entity/member) shall be binding on us as if the same had been done by us personally.

IN WITNESS WHEREOF, we have hereunto set our respective hands this day of.....2017 in the presence of the following witnesses.

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

By [the authorizing company]

Signature: [Signature of authorized signing officer]

Name: [Name of authorized signing officer]

Title: [Title of authorized signing officer]

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

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

Power of Attorney by Lead Member/ Partner in favor of Designated Person(s)

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 Guest House at Deendayal
Hastkala Sankul (Craft Museum & Trade Facilitation Centre), 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-----2017—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(s) should be informed to Authority/ Licensor along with a similar
Power of Attorney in favor of such person(s).*

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. NEFT: National Electronic Funds Transfer
20. NSIC: National Small Industries Corporation
21. NIT: Notice Inviting Tender
22. No.: Number
23. O/o: Office of
24. O&M: Operations and Maintenance
25. PAN: Permanent Account Number
26. PO: Pay Order
27. PoA: Power of Attorney
28. RFP: Request for Proposal
29. Rly.: Railway
30. RTGS: Real Time Gross Settlement
31. SN: Serial Number
32. PS: Performance Security
33. Sq.ft: Square feet
34. Sqm: Square Meter
35. TAN: Tax Account Number