



E-TENDER NOTICE FOR
COTTAGE CAFÉ
AT JAWAHAR VYAPAR BHAWAN, JANPATH, NEW DELHI FOR
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES

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Notice Inviting E-Tender

1.	NIT TENDER No.	No.CCIC/CS/E-notice/ April'2022/ Cottage Café/01
2.	Project	E-Tender notice for COTTAGE CAFÉ at CCIC's showroom at JVB, New Delhi
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (F) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM. Parties may visit the site on Pre-Bid date.
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Cottage Café arrangement in CCIC's showroom at JVB, New Delhi

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for offer of Cottage Café arrangement in its showroom located at Jawahar Vyapar Bhawan, Janpath, New Delhi.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Secunderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

CCIC is looking forward for arrangement of Cottage Café in its premises to facilitate the visitors Cottage Emporium.

- 1. Period of Contract** : 3 (Three) Year with option to renew further two years on mutually acceptable terms.
- 2. Eligibility Criteria** :
 - (i) Experience : Minimum three years in the running of cafeteria /Restaurants/ Snacks Shop (attach proof) as on 31/03/2022.
 - (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.



(iii) Minimum Turnover:

Minimum turnover of Rs.100 Lakhs during last Financial year or a total of Rs.190 Lakhs during last two Financial years or a total of Rs.270 lakhs during the last three Financial years ending on 31/03/2021.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Cottage Café arrangements in CCIC's showroom situated at Jawahar Vyapar Bhawan, Janpath, New Delhi.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats alongwith all necessary documents and information requested herein.

The bids may be submitted latest by **03:00 PM** on **01/06/2022**. The bids shall be opened on **02/06/2022** at **04:00 PM**

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**

- i. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- ii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.
- FSSAI License

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel. Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.



Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (e) The submission of EMD is compulsory for all the Bidders except those who are registered with the Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation.

MSEs shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.

- (f) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Performance Security Deposit

Interest free **Performance Security Deposit** equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

5. Successful bidder is required to pay additional 25% of revenue share (payable to Estate Department / Ministry of Urban Development / Other govt. agencies).

6. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).



Online bids (complete in all respects) received along with EMD will be opened as per stipulated time and date indicated in Notice Inviting E-Tender of the tender document in presence of bidder/authorized representative of bidder, if available at CCIC, New Delhi.

A duly constituted committee will evaluate the bids as per following:

Technical bid evaluation :

Criteria	Maximum Marks	Mini Marks (Qualifying)
Suitability of existing Menu for CCIC Customers (Copies of Menu to be attached)	10	5
Suitability of proposed menu for CCIC (Copies of Menu to be attached)	10	5
Hygiene Standards maintained in Present Outlets & Kitchen (on the basis of committee's observation)	10	5
Rating in Food guides/ Reviews in Magazines / News Paper (Copies of Clippings to be attached)	10	5
Qualification of Promoters in Food Processing/ Food Nutrition / Food Science etc. (Certificate to be enclosed)	10	5
Total	50	25

- a) Technical bids will be evaluated on the basis of menu and the variety of food items in menu and prior experience in the restaurant business for which certificates are required to be enclosed.
- b) Company shall be liable to pay the electricity (as per sub meter) and water charges for usages by the company in the Cottage Café.
- c) A Committee of three officials will visit the outlet of the bidders for evaluation and award marks on the basis of above criteria. Bidders earning more than 25 marks out of 50 marks shall be technically qualified.
- d) Company shall prepare menu and pricing in consultation with CCIC and ensure to provide eatables/food items to the employees of the CCIC at discounted rate and detail of document has to be fill in technical bid. Further, tea, coffee and basic snack for CCIC employee has to be provided at nominal price.
- e) Any levy of penalty/interest/damages by statutory authority shall be company.
- f) Company shall be sole responsible for any third party claim/liability/compensation arisen from sales, operation of "Cottage Cafe" including quality of food and statutory compliance

The result of Technical bids will be uploaded on the CPP Portal after following the due procedure.

Financial Bids Evaluation:

Financial bid of only technically qualified bidder will be opened and evaluated.



AWARD OF TENDER TO SUCCESSFUL BIDDER

The tender will be awarded on the basis of discount on Highest Minimum Guaranteed Sales.

7. Bidders are required to follow General instructions as mentioned at Annexure – D.
8. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

List of Services, Area, location of showroom and Earnest Money Deposit

Sl. No.		Showrooms
(1)	Type of service	Cottage Café
(2)	Address	Jawahar Vyapar Bhawan, Janpath, New Delhi
(3)	Area (sq.ft.)*	619
(4)	Earnest Money Deposit	Rs.2,00,000/-
(5)	Minimum bid amount ** (Discount on Minimum Guaranteed Sales value for per annum)	Rs.15,00,000/-
(6)	Period of contract	3 (Three) Year with option to renew further two years on mutually acceptable terms.
(7)	Seating Capacity	40 persons
(8)	Food range	Soft Drinks, Coffee, Juices, Mineral water, Tea, burgers, patties, pizzas, sandwiches any other Indian food / any other items subject to approval of the management. Please provide a list of menu. Prices of food items are subject to approval of CCIC.
(9)	Cooking gas equipment and electricity	Cooking is not permitted within the premises. However heating, refrigeration, operating food processors is allowed. Furniture, Fixture, fittings, Crockery and Cutlery etc. to be arranged by the party.

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure-B

TECHNICAL BID

To

Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Cottage Café arrangement in CCIC's Showroom at JVB, Janpath, New Delhi

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience in the trade and manpower with age and qualification. (Please attach proof)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant))	2018-19 2019-20 2020-21
8.	Details of Business / Restaurants presently operated including address.	



9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Discount % for CCIC employee on Menu prices	
15.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Cottage Café arrangement, Courts in New Delhi shall have exclusive jurisdiction.
6. I / We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. I / We, am / are shall be liable to pay the electricity (as per sub meter) and water charges for usages by the company in the Cottage Café.



9. I / We, am / are shall prepare menu and pricing in consultation with CCIC and ensure to provide eatables/food items to the employees of the CCIC at discounted rate and detail of document has to be fill in technical bid. Further, tea, coffee and basic snack for CCIC employee has to be provided at nominal price.
10. I / We, am / are shall be responsible for any levy of penalty/interest/damages by statutory authority.
11. I / We, am / are shall be sole responsible for any third party claim/liability/compensation arising from sales, operation of "Cottage Cafe" including quality of food and statutory compliance
12. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :

Name of the Bank :

Name and address of the Branch :

Account Type (SB/CA etc.) :

Account No. :

PAN :

IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Cottage Café arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Cottage Café arrangement in CCIC's Showroom at JVB, Janpath, New Delhi.

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	
3.	Authorized Representative/ person	



		Discount Payable to CCIC on Minimum Guaranteed sales excluding GST				
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Discount on Minimum Guaranteed Sales) (Rs. in lacs) (A)	25% of the Discount on Minimum Guaranteed Sales (B) = [(A)*(25/100)]	Total (C) C = A+B
	Year I					
	Year II					
	Year III					
	Total	(in Rs.)				
		(in words)				

Note :

- On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly total discounts offered (column "C") to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
- The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date			(Signature & Seal)	
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division,



Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.

13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno-Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno-Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

LICENCE AGREEMENT

This Deed of Licence made on this ____th day of _____ 2022 at New Delhi.

BETWEEN

CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LTD., a company incorporated under the Companies Act, 1956, represented by its GM(Sales), Shri Dinesh Kumar Mishra, and having their Registered Office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter called "CCIC") of the One Part;

AND

M/s. _____ Limited a company incorporated under the Companies Act, 1956, represented by its Director, Shri _____ and having its registered office at _____ (hereinafter called "Company") of the Other Part.

The term 'CCIC' and 'Company' unless repugnant to the context and meaning thereof, shall mean and include their successors, assigns, business interest etc. as the case may be.

WHEREAS:

1. The CCIC is, inter-alia, engaged in the trading of handicrafts and handloom items and products through its showroom at Jawahar Vyapar Bhawan, Janpath, New Delhi besides other places.
2. The CCIC is desirous to appoint the Company to operate and manage the café, owned by it, at the showroom at Jawahar Vyapar Bhawan, Janpath, New Delhi, admeasuring _____ sq.ft., (hereinafter called "Cottage Café").
3. The Company has been successful Tenderer in response to Advertisement published in the Newspaper by the CCIC to operate and manage the Cottage Café.
4. The Company has offered its services for operating and managing the Cottage Café and has further represented that it has the necessary staff, finance, infrastructure and facilities for operating and managing the Cottage Café in the most effective and efficient manner. The Company has further represented that it shall obtain all the necessary permissions, approvals, licences etc. that are required for carrying on the business at the Cottage Café on signing of the agreement at his own cost.
5. Relying upon the representations made by the Company, the CCIC has agreed to allow Company to run and manage the Cottage Café for providing good quality food and beverages to the customers of the CCIC on the terms and conditions contained in this Agreement.



IT IS NOW THEREFORE, MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless the meaning or context otherwise requires, the following words and expressions shall have the meaning assigned to them below:

Agreement: shall mean the Agreement between the CCIC and Company schedules and any writings referred to in the Agreement and any amendments thereof duly signed by the parties.

Business shall mean the operation and management of the Cottage Café for providing good quality food and beverages to the customers of CCIC.

Effective Date shall mean the date of operation i.e. from ____/2022 for a period of 3 years i.e. upto _____.

Products shall mean all food items & beverage and shall include packaged food & beverages as per the Company's menu.

2. APPOINTMENT

2.1. Subject to the terms and conditions contained herein, the CCIC hereby appoints the Company and the Company agrees to such appointment in consideration of payment of minimum guaranteed monthly discounts to CCIC, for a period of 3 years commencing on _____ and ending on _____.

2.2. CCIC has agreed that it will not allow any other vendor to put up any food/beverage café/kiosk in its premises during the tenure of this Agreement save and except the existing vendor at the premises.

3. TENURE

3.1. The tenure of the agreement shall be for a period of 3 years from the Effective Date subject to the termination of this Agreement under clause 14.

3.2. It is agreed that the date of operation of the Cottage Cafe shall be _____.

4. RELATIONSHIP

4.1. The staff at the Cottage Café shall be the employees of the Company and the CCIC shall not be liable or responsible for their salaries, remuneration, perquisites or other conditions of service. The Company shall be solely responsible to discharge all statutory obligations and liabilities in connection with the staff viz. ESI, PF, Bonus, Pension etc. Furthermore, CCIC shall not be liable or responsible in any manner whatsoever for payment of compensation or other dues in the event of death/injury sustained by the staff during performance of their duties or to third parties for any omission or commission, negligence, misrepresentation etc. on the part of the Company and its staff during performance of their services under this Agreement.



- 4.2. Save as expressly provided in this Agreement or otherwise agreed to in writing, neither party shall enter into or have any authority to enter into any agreement and contract or make any representations or warranties or pledge the credit of or otherwise create any obligations expressed or implied on behalf of the other and each party undertakes not to do so.

5. COTTAGE CAFÉ

- 5.1. The Cottage Café shall be used exclusively for the sale of the Products as per Company's menu and new items if introduced shall require the prior approval of CCIC.
- 5.2. The parties agree that nothing in this Agreement shall create or deem to create any right, title or interest or tenancy in respect of the Cottage Café in favour of the Company. Actual physical and legal possession and control of the Cottage Café shall always remain and continue to remain vested during the tenure of the Agreement and thereafter with CCIC, which is the owner of the Cottage Cafe. The Company shall notify CCIC in writing about its requirements with respect to opening and closing of the Cottage Café.
- 5.3. The layout, display, décor, furnishing of the Cottage Cafe shall be decided by the Company in consonance with the décor of its other chain outlets in other parts of the city and worldwide, subject to the approval of the CCIC. The company shall be liable for the interior and furnishing of the Cottage Café.
- 5.4. The layout and interior furnishings, etc. mentioned under clause 5.3 shall meet the safety and hygiene standards as per the prevailing legal standards.
- 5.5. The Company shall be liable to pay the electricity charges with respect to the kitchen equipments, gadgets, display counter, etc. only installed by the company in the Cottage Café on the basis of actual consumption. The Company undertakes to pay to CCIC the monthly electricity charges on or before the 7th day of the following month on receipt of the bill.
- 5.6. The company has given a refundable interest free security deposit of Rs. _____/- vide Cheque No. _____ dated _____ drawn on _____ at the signing of this Agreement. The interest free security deposit shall be for the permission granted by the CCIC to carry on the Business at the Cottage Café.
- 5.7. The interest free security deposit shall be refunded back to the Company on the termination of this Agreement, after deduction of any amounts and/or any outstanding statutory dues that are payable by the Company or otherwise attributable to the Company.
- 5.8. The Cottage Café shall be used only in accordance with the applicable rules and regulations of the Government and/or any other applicable authority. Company shall obtain such licenses, permissions, consents and approvals as may be required in connection with the Business including license from the Department of Health or any other authority as required. The CCIC shall not be liable for any consequences arising from non-compliance of this clause.
- 5.9. The Cottage Café will be kept open for Business as per timings prescribed by local laws and not beyond the timings as per the directives from CCIC in this regard from time to time.



- 5.10. Cooking on flammable equipment shall not be allowed in the Cottage Café and the Company agrees to indemnify CCIC against any losses, costs, expenses etc. suffered by the CCIC on account of use by the Company of any flammable equipment in the Cottage Café.

6. MINIMUM GUARANTEED AMOUNT

- 6.1. The Company shall pay minimum guaranteed amount from _____ at _____% of total sale proceeds (before **GST** and after discount) on the corresponding minimum guaranteed sales per annum or actual sales whichever is higher as under:

Year	Minimum Guaranteed Sale (Rs. In Lakhs)	Minimum Guaranteed / Licence Fee Per Annum (Rs. In lakhs)
1 st year		
2 nd year		
3 rd year		

The company shall also pay to CCIC any tax as applicable on licensee fee in future.

- 6.2. In addition to the above clause 6.1, the company shall pay additional 25% of revenue share to CCIC which is payable to Estate Department / Ministry of Urban Development / Other govt. agencies..
- 6.3. That the company shall deposit every month in advance cheques dated 1st day of every month commencing from _____ towards monthly guaranteed commission offered to CCIC for 3 years.
- 6.4. The Company undertakes that the minimum guaranteed amount shall be calculated on the net sales after all discounts offered to the customers by the Company but before GST.
- 6.5. The Company undertakes to submit to CCIC, a statement of monthly sales made by the Company alongwith the minimum guaranteed amount calculated on such monthly sales and other payments due from the Company to CCIC on or before the 10th day of the following month. CCIC shall have the right to inspect the monthly statement of sales or documents related to it as and when it is deemed necessary.

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY.

Company shall at all times work diligently to protect and promote the interest of the CCIC and in particular shall:

- 7.1. Use its best efforts to maintain the highest standards in all matters connected with the operation of the Cottage Café and comply with all advice/instructions/directions/norms given to it by the CCIC with regard to the operation of the Business;
- 7.2. Employ at all times competent and adequate work force, to enable the Cottage Cafe/its Business to operate efficiently;
- 7.3. Decorate, structure and equip the exterior, interior and display of the Cottage Cafe at its cost as per its needs, requirements and specifications, but with the approval of the CCIC. The Company agrees to make such further modifications/ improvements to/in the Cottage



Café including electrical requirement, layout and decor and provide such further furnishing/fixtures/facilities as may be mutually agreed upon from time to time, which writing shall thereafter form an integral part of this Agreement. The cost(s), expense(s) for such modifications/ improvements shall be borne by the Company;

- 7.4. Maintain the Cottage Café in a good state of repair and decoration. All costs, expenses etc. with respect to repairs of the Cottage Café, its upkeep and maintenance shall be borne by the Company;
- 7.5. To undertake local publicity of the Cottage Café with the consent of CCIC;
- 7.6. Bear all expenses for the use of the Cottage Cafe, equipments, fixtures and fittings, wages of employees and staff of the Cottage Café. Expenses relating to sales, local publicity and all other incidental and related costs will be incurred by the Company and will not be the responsibility or liability of the CCIC;
- 7.7. Maintain separate financial accounts for the Cottage Cafe and such records shall be made open to inspection by the CCIC at any given point of time. The Company shall also submit such statements and records to the CCIC as may be required/advised by it, in the electronic form, or such other form as may be determined by the CCIC from time to time;
- 7.8. Conduct all its sale transactions by the means of a GST Bill and no Unaccounted Cash Sales shall be done by the Company.
- 7.9. Ensure at all times that proper decorum is maintained in the Cottage Café in keeping with the exclusive clientele and reputation of the CCIC;
- 7.10. Ensure that the security of the showroom, housing the Cottage Café, is not compromised or jeopardised in any way, resulting in any mishap, loss, damage, expense or cost to the CCIC;
- 7.11. Immediately inform the CCIC and the police of any suspicious person in the premises of the Cottage Café;
- 7.12. Be solely responsible for the maintenance and full, total & efficacious disposal of garbage generated at the Cottage Café and the CCIC shall not be responsible for the same;
- 7.13. Be solely responsible for collection of GST or any other tax as per applicable laws/rules in force and deposit the same with appropriate authorities. The CCIC shall not be in any way responsible for any non -compliance of tax related issues;
- 7.14. In all matters act loyally and faithfully to the CCIC and abide by its instructions. In the absence of any such instruction(s) in relation to any particular matter will act in such manner reasonably considered to be most beneficial in CCIC's interest or seek written instructions immediately from the CCIC.
- 7.15. Maintain clean and hygienic environment in the Cafe especially in the service room and kitchen and to ensure the same install electric chimney/exhaust fans etc.
- 7.16. Ensure the staff of the Company wears proper uniform at the cost of the Company. The uniform should go well with the image of CCIC and the same shall be mutually decided by the parties.



7.17. Till the time the Covid 19 pandemic is subsisting, the Company shall ensure proper sanitization of the Cafe, make available necessary equipment and arrangements for necessary precautions and shall make all the necessary arrangements for ensuring social distancing at all times between the customers, employees and other persons so involved. The cost of all of the above shall be borne by the Company and not by the CCIC.

7.18. Comply with all rules, regulations and laws applicable during the conduct of the business from the premises of CCIC.

8. REPRESENTATIONS, UNDERTAKINGS AND COVENANTS OF THE COMPANY.

The Company agrees and undertakes as under:

- 8.1. To perform all of its duties and obligations relating to the Cottage Café diligently and completely in a timely manner.
- 8.2. To use its best endeavours to sell the Products in accordance with acceptable business norms and standards and further undertakes not to do anything, which shall bring the name or reputation of the CCIC into disrepute.
- 8.3. To ensure that it has adequate finance to perform its obligations contained in the Agreement.
- 8.4. Not to make any structural changes/major changes or undertake any other construction work in the Cottage Café without the prior written permission of CCIC.
- 8.5. Company shall prepare menu and pricing in consultation with CCIC and ensure to provide eatables/food items to the employees of the CCIC at discounted rate and detail of document has to be fill in technical bid. Further, tea, coffee and basic snack for CCIC employee has to be provided at nominal price.
- 8.6. To provide discount schemes to CCIC customers for purchases made by the customers with CCIC over a fixed amount to be decided mutually by the CCIC and the Company.
- 8.7. Upon being directed by CCIC, to incorporate in any promotional material, advertisements, brochures etc. the fact that the Cottage Café is being operated and managed exclusively by the Company and that CCIC is not liable for the acts, deeds, actions, defaults etc. of the Company.
- 8.8. Not do any act, deed, thing or activity which may constitute conflict of interest under this Agreement or prejudicial to the interest of the CCIC except with the prior written approval of the CCIC.
- 8.9. Not to set off, for any reason whatsoever, any amounts payable by it to the CCIC under this Agreement.
- 8.10. To submit to CCIC at the completion of each financial year, a Certificate issued by a Chartered Accountant, certifying the monthly sales made by the Company.
- 8.11. To indemnify the CCIC for any losses suffered by the CCIC on account of its failure to comply with its obligations under this Agreement.



- 8.12. To discharge its liability towards any payments to be made by the Company to any authority, body under applicable Acts, Rules, Regulations etc and shall indemnify CCIC in respect thereof.
- 8.13. That it is empowered to enter into this Agreement vide its Memorandum and Articles of Association and that necessary permissions, approvals and licences for entering into this Agreement has been obtained under the applicable statutes.
- 8.14. That it has the necessary staff, finance, infrastructure and facilities for operating and managing the Cottage Café in the most effective and efficient manner.
- 8.15. That it shall install fire-extinguisher in the cottage café and to install all other equipments as required for the safety and security of the cottage café as required as per law.
- 8.16. That it understands and is conscious of the fact that the CCIC has agreed to enter into the Agreement relying on representations, undertakings, warranties, and declarations made herein by the Company.
- 8.17. Company undertakes to do any further acts, deeds and things and execute such other documents that the CCIC considers necessary for its interest, interest of the Business, Goodwill, name and reputation of the CCIC and effectively carry out the intent of the Agreement.
- 8.18. Any levy of penalty/interest/damages by statutory authority shall be company.
- 8.19. Company shall be solely responsible for any third party claim/liability/compensation arising from the sales, operation or any other event/happening/incident falling within the business conduct of the "Cottage Cafe" including quality of food and statutory compliance or any other.

9. INSURANCE

The parties agree that a comprehensive insurance policy from a registered Insurance Company shall be taken by the Company at its own cost in respect of the property of the Company and a copy of the relevant documents relating to it shall be submitted to the CCIC for the purpose of maintaining a record.

10. GST

- 10.1. It shall be the responsibility of Company to have GST assessment finalised and Company shall be liable for proper charging and deposit of GST as per local laws and rules within the time frame. The Company shall keep the CCIC indemnified at all times on account of any GST demands/payments.
- 10.2. The contract can come to an end if your GST rating falls below an expectable limit.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The CCIC acknowledges that the Trade Marks and any other intellectual property rights on or relating to the Products at cottage cafe belongs exclusively to Company and that it has no right or property therein other than as provided in this Agreement. All goodwill arising from the use of the Trade Marks and any other intellectual property rights by the Company shall accrue to the Company.



- 11.2. The Company shall not cause or permit anything to be done, which may damage or endanger the intellectual property rights of the CCIC nor shall it at any time claim any right thereto.
- 11.3. The CCIC shall allow the Company to display the name of the Company at the places as agreed by CCIC. The CCIC shall also allow the Company to use the trademarks of the CCIC for the limited purposes of publicity and advertising and for such other purpose to be mutually agreed upon in writing, which writing shall form an integral part of this agreement. Nothing contained in this clause shall deem to be a license to the Company to the use of the trademarks other than that envisaged herein.

12. CONFIDENTIALITY

- 12.1. The parties agree to hold in utmost secrecy and in the strictest confidence and trust the contents of this Agreement, any business details, trade secrets, confidential documents, software or any other information (in any form, media, whether electronic, digital, magnetic or optic) provided/supplied to each other/which comes in their possession/custody prior to or pursuant to post this Agreement whether designated or marked as Confidential or Proprietary in nature (hereinafter referred to as "Confidential Information").
- 12.2. However, the obligation with respect to confidentiality shall cease when the Confidential Information:
- 12.2.1. enters the public domain otherwise than as a result of disclosure by either party;
- 12.2.2. is required to be disclosed by virtue of Governmental/Court order(s)/ direction(s), Statutes, Reserve Bank of India or by any other competent/regulatory/investigative authority etc. In such an event the party shall intimate the other party within 3 days from the date of receipt of such direction/order. Such intimation shall be accompanied by a copy of the order/direction;
- 12.2.3. is disclosed to its officers/employees/agents etc. for carrying out the intent of this Agreement.
- 12.3. The parties agree to return the Confidential Information in its possession within 15 days of demand or in the event of termination/expiry of this Agreement within 15 days of termination/expiry as the case may be.
- 12.4. The obligation with respect to confidentiality and non-disclosure of Confidential Information shall survive the termination and/or expiry of this Agreement.

13. DUTIES AND RESPONSIBILITIES OF THE CCIC

- 13.1. The CCIC shall provide for free access to the employees of the Company inside the premises of the showroom, leading to the Cottage Café, during the working hours of the CCIC show room.
- 13.2. CCIC shall permit the Company, to modify/ improve the layout and décor of the Cottage Café and provide for such furnishing, fixtures and facilities as may be requested by the Company, at the cost of the Company.

14. TERMINATION

- 14.1. The Agreement may be terminated for any reason whatsoever by either party by giving three months written notice to the other of its intention to terminate the same. Upon expiry of the notice period, the Agreement shall stand terminated.
- 14.2. The Agreement may be terminated forthwith by mutual written consent of the parties.
- 14.3. Notwithstanding anything contained hereinabove the CCIC may without prejudice to any other rights, forthwith terminate this Agreement without any liabilities whatsoever in any of the following events:
- 14.3.1. Where the CCIC is of the opinion that the Company has committed breach of any of the provisions herein.
- 14.3.2. Where the Company has become bankrupt, insolvent, compounds with its creditors or shall have distress or execution upon its property or is wound up or goes into liquidation (except for the purposes of a bonafide reconstruction) or shall have a receiver, liquidator or administrator appointed for the whole or any part of its assets or shall suffer the appointment of any similar person under the laws of its domicile.
- 14.3.3. Where the CCIC is of the opinion that the Company's services, actions, deeds etc. are or likely to be injurious/ prejudicial to the interest and reputation of the CCIC or are such as would constitute an offence under the applicable laws.
- 14.3.4. The Memorandum and Articles of the Company to do business is suspended in accordance with the applicable Law or there is change in the ownership or management of the Company.
- 14.3.5. The Company defaults in paying the minimum license fee as agreed upon in the Agreement for more than 3 months at a stretch.
- 14.4. It is agreed and understood between the parties that the decision of the CCIC to terminate the Agreement upon the happening of events stipulated in Clause 17.3 shall be final and binding.

15. CONSEQUENCES OF TERMINATION

Upon termination of the Agreement as aforesaid:

- 15.1. The Company shall forthwith cease to use and occupy the Cottage Café for the Business and shall forthwith, vacate and remove itself and its belongings peacefully from the premises of the Cottage Café.
- 15.2. The Company shall be entitled to remove all its furniture, fittings and other goods including any sign boards/notices displaying the name of the Company installed at its costs. In the event, the Company fails to do so, CCIC shall be entitled to remove the same at the cost and expense of the Company and without any liability for damages that may incur as a result thereto.
- 15.3. The Company shall forthwith hand over all the Confidential Information, which it has received, from CCIC during the tenure of this Agreement, to CCIC including any software programmes, data bases etc.



- 15.4. The Company shall not be entitled to display the name of CCIC anywhere and shall cease to use/have any rights to Trade Marks, if any, conferred on it as per this Agreement and shall also forthwith cease to use the logos, symbols, trade marks etc. of CCIC anywhere permitted or in any way directly or indirectly make any representations to the effect that it is associated with CCIC.
- 15.5. The interest free security deposit shall be returned by CCIC within 30 days of the Company peacefully vacating the premises of the Cottage Café and after applicable deductions, if any.
- 15.6. The parties shall, upon termination, reconcile and settle their dues immediately. The modalities for such settlement shall be mutually agreed upon in writing which writing shall form an integral part of this Agreement.
- 15.7. Termination by CCIC shall in no way adversely affect its rights to bring appropriate action to recover damages/dues or to set off any claims or any amount owing by CCIC from the Company.

16. INDEMNITY

Company undertakes to indemnify and keep the CCIC indemnified against any loss(s), damage(s), or liability (ies), suit(s), action(s), proceeding(s), expense(s), cost(s) etc. incurred/suffered/instituted as a result of any act of omission or commission or negligence on Company's part and/or on the part of its servant or agents, or as a consequence of third party claims arising from serving of any food products in the Café or legal dues of any nature or non-compliance with the undertakings and representation made herein or infringement of Trade Marks/Intellectual Property Rights of the CCIC or conduct of Business in a manner prejudicial to the interest/reputation of the CCIC.

17. FORCE MAJEURE/VIS MAJEURE

- 17.1. Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its obligations under this Agreement which results from an event of Vis Majeure/Force Majeure beyond the control of the parties and not attributable to their fault or negligence.
- 17.2. The parties agree that if such an event continues for a period of not less than three months either party can terminate the agreement forthwith. The Agreement may be terminated earlier by mutual consent.
- 17.3. However it is clarified that the obligation of the Company to pay the Licensee Fee shall not be affected by Force Majeure in any manner.

18. NOTICES

- 18.1. Any directions/instructions/requirements under this Agreement to be given by the CCIC to the Company shall be deemed to have been validly given, if signed by the Managing Director, CGM the Company Secretary, any other officer duly authorized by the Managing Director of the CCIC, or such other person as mutually agreed to between the parties in writing, which writing shall form integral part of this agreement.
- 18.2. Any communication/notice/letter(s)/document(s) sent by one party to the other shall be in English or Hindi or both and delivered at the address stated hereunder or at such other address notified in writing to the other party. The communication/notices etc. may be sent



by mail, personal delivery and where sent by fax or e-mail or any other electronic mode, it must be backed with Registered A/D communication/courier receipt for valid service.

- 18.3. The communication/notice etc. shall be deemed to have been delivered by the CCIC to the Company:
- 18.4. When sent by mail - 3 days after the date of posting or within 48 hours after dispatch by Registered Post.
- 18.5. When personally delivered - on delivery of the same at the address of the party.
- 18.6. When sent by Fax or e-mail, followed by Registered AD communication or courier receipt – on the day of confirmed receipt of fax/e-mail
- 18.7. Any change in the address shall be duly notified in writing to the other party within 7 days of such change.
- 18.8. Any communication, document etc. made or delivered by the Company to the CCIC shall be effective only when received by the CCIC.
- 18.9. The addresses for communication are as under:

CCIC: For the attention of: Managing Director

Address : Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath,
New Delhi 110 001.

Tel : 23323825
Fax : 23328354
E-mail : cscicc@gmail.com / ccic@cottageemporium.in,

Company : For the attention of : Shri _____, Director

Address : M/s.

Tel :
Fax :
E-mail :

19. WAIVER

Failure on the part of one party to enforce at any time or for any period of time its rights (whether at law or otherwise) under the provisions hereof shall not be construed as waiver of such rights and shall in no way affect the party's right later to enforce such rights. Waiver if any, shall only be in writing and to the extent specified therein.

20. ASSIGNMENT

This Agreement cannot be assigned/transferred by the Company nor can the Company grant any sub-license and/or the right to operate the Cottage Café and/or delegate any duties or obligations arising under this Agreement to third parties without the prior written permission of the CCIC. However, the CCIC is fully authorized to sell, transfer and assign



etc. or any of its rights and benefits under this Agreement and its business or its business entity. The purchaser/transferee/ assignee would ipso facto step into the shoes of the CCIC and Company shall continue with its obligations under this Agreement to the new purchaser/transferee/assign.

21. ENTIRE AGREEMENT

This Agreement supersedes all prior arrangements, proposals, agreements and understandings between the parties whether written or oral in this regard and constitutes the entire agreement between the parties in this regard.

22. SEVERABILITY AND PARTIAL INVALIDITY

22.1. If at any time, any provision of this Agreement becomes illegal, invalid or unenforceable under the applicable law or directions/orders of any court of competent jurisdiction and/or any judicial/administrative/governmental directions, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and the Agreement shall continue in full force and effect as if this Agreement had been executed without the illegal/invalid or unenforceable provisions or part thereof.

22.2. The parties shall endeavor to replace any provisions severed from this Agreement with a legal, valid and enforceable provision that closely matches the intent of the original provision.

23. ATTACHMENT (S)/AMENDMENTS TO FORM PART OF THE AGREEMENT

23.1. The Attachment(s), writings and amendments thereto shall be deemed to be part of this Agreement as though the provisions thereof were set out herein in extension.

23.2. The Agreement shall not be amended, altered or modified except by an instrument in writing and signed by the parties.

23.3. Where the amendment, alteration, modification is done by e-mail or fax or any other recognized mode (whether electronic, digital or optic), the same shall be reduced in writing and signed by the parties within 15 working days thereof.

24. DISPUTE SETTLEMENT - ARBITRATION

24.1. Any dispute, controversy, contest or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved amicably in the first instance.

24.2. That in the event of any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof shall be first attempted to be settled amicably. If no amicable settlement is reached then the same shall be settled by the Sole Arbitrator in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

25. JURISDICTION OF COURTS

Subject to the provisions of Clause 24, any suit, reference or other filing permitted or required to be made pursuant to the Arbitration and Conciliation Act, 1996 in respect of matters arising out of this Agreement shall be instituted only in competent courts at New Delhi and parties specifically agree to exclude the jurisdiction of any other court. The proceedings shall be conducted in accordance with the provisions of the Arbitration and



Conciliation Act, 1996, Rules thereunder and/or subsequent enactments, modifications in respect thereof. The arbitration proceedings shall be in English language.-

26. GENERAL

- 26.1. Words importing one gender shall include all other genders and words importing singular shall include plural and vice versa.
- 26.2. Heading contained in this Agreement are for reference purpose only and shall not be deemed to restrict or to be any indication of the meaning of the clauses to which they relate.
- 26.3. Each of the parties shall bear the cost and expenses incurred by it in connection with this Agreement.
- 26.4. The parties hereby confirm that they are entitled to enter this Agreement in terms of their Memorandum and Articles of Association, respectively, and the Agreement has been approved by their Competent Authorities.
- 26.5. The parties hereby declare that they have read the terms and conditions contained in this Agreement completely and they fully understand the contents thereof and unconditionally agree to abide by all the clauses contained under this Agreement.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.



**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR**

Sl. No.	Type of product
1.	Jewellery a. Gold Jewellery b. Precious & Semi Precious Stone Jewellery

**AT
SHOWROOMS OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Jewellery/CCIC/CS/E-notice/ April' 2022/02
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Pure Gold Jewellery & Precious & Semi Precious Stone Jewellery
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Pure Gold Jewellery & Precious & Semi Precious Stone Jewellery** product category on concessionaire basis at the counters in its showroom at JVB, New Delhi, Kolkata, Bengaluru & Chennai as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract: 3 (Three) Years

2. Eligibility Criteria:

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Pure Gold Jewellery/ Precious & Semi precious Stone Jewellery

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.150 Lakhs during last Financial year or a total of Rs.200 Lakhs during last two Financial years or a total of Rs.250 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru, Chennai)

Minimum turnover of Rs.30 Lakhs during last Financial year or a total of Rs.50 Lakhs during last two Financial years or a total of Rs.80 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit

Period of Contract - 3 yrs.

PRODUCTS- Pure Gold Jewellery & Precious & Semi Precious Stone Jewellery				
Sl. No.	Type of product	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	<u>JVB, New Delhi</u> a. Gold Jewellery b. Precious & Semi Precious Stone Jewellery	270	6,00,000	8,10,000
2.	<u>Kolkata</u> a. Gold Jewellery b. Precious & Semi Precious Stone Jewellery	100	60,000	1,20,000
3.	<u>Bengaluru</u> a. Gold Jewellery b. Precious & Semi Precious Stone Jewellery	100	60,000	1,20,000
4.	<u>Chennai</u> a. Gold Jewellery b. Precious & Semi Precious Stone Jewellery	100	60,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H-1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating



thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____
Name in BLOCK Letters : _____
Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Place for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	



3.	Authorized Representative/ person				
				Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)		Percentage (% age)	Value (Rs. in lacs)
	Year I	Pure Gold Jewellery			
		Precious & Semi-precious Stone Jewellery			
	Year II	Pure Gold Jewellery			
		Precious & Semi-precious Stone Jewellery			
	Year III	Pure Gold Jewellery			
		Precious & Semi-precious Stone Jewellery			
	Total	Pure Gold Jewellery	(in Rs.)		
			(in words)		
		Precious & Semi- precious Stone Jewellery	(in Rs.)		
			(in words)		

**Jewellery/CCIC/CS/
E-notice/
April'2022/02**

**E-Tender for Concessionaire
Arrangements in CCIC's showrooms
for Pure Gold Jewellery & Precious &
Semi Precious Stone Jewellery**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.



11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and



CCIC as per the mechanism set in the e- Tenders.

- i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e - Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.



25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of "_____" items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.



11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.



17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.



26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.



37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is three years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

1. Precious and semi-precious Gems stones, Beads and its studded jewellery in Gold and Silver.
2. Artifacts and ornamental objects made of stones and Gold.
3. Precious and semi-precious stone carved figures and objects of Art in precious and semi-precious stones.

**Jewellery/CCIC/CS/
E-notice/
April'2022/02**

**E-Tender for Concessionaire
Arrangements in CCIC's showrooms
for Pure Gold Jewellery & Precious &
Semi Precious Stone Jewellery**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

4. 22 Carat Gold Jewellery & studded with stones, Gold jewellery & other alloys;
5. Plain gold jewellery/ Kundan enameled gold jewellery/ enameled gold jewellery with polki/diamonds.

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

**Paintings/CCIC/CS/
E-notice/
April'2022/03**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Modern Art Painting and Framing
Services**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
MODERN ART PAINTING AND FRAMING SERVICES
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No.Paintings/CCIC/CS/E-notice/ April' 2022/03
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Modern Art Painting and Framing Services
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Modern Art Painting and Framing Services** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Modern Art Paintings and Framing Services

For Other Showrooms (Kolkata, Bengaluru, Chennai)

Minimum turnover of Rs.50 Lakhs during last Financial year or a total of Rs.80 Lakhs during last two Financial years or a total of Rs.130 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.



For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-


Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

Paintings/CCIC/CS/ E-notice/ April'2022/03	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Modern Art Painting and Framing Services		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - M O D E R N A R T P A I N T I N G A N D F R A M I N G S E R V I C E S				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	50	20,000	60,000
2.	Bengaluru	50	20,000	60,000
3.	Chennai	50	20,000	60,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.

Paintings/CCIC/CS/ E-notice/ April'2022/03	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Modern Art Painting and Framing Services		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.
6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		
<p>Note :</p> <ol style="list-style-type: none"> 1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month. 2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products. 				
	Date		(Signature & Seal)	



ANNEXURE - 'D'

GENERAL INSTRUCTIONS FOR THE BIDDERS

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

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2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours


The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

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Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh


2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.


6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

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13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.




18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.

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28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.

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38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
42. The price or value is exclusive of GST.
43. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
44. The contract can come to an end if your GST rating falls below an expectable limit.
45. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

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IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.


**Leather/CCIC/CS/
E-notice/
April'2022/04**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Leather Products Other than Traditional
Shoes (Jutties)**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
LEATHER PRODUCTS
OTHER THAN TRADITIONAL SHOES (JUTTIES)
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Leather/CCIC/CS/ E-notice/ April'2022/04	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Leather Products Other than Traditional Shoes (Jutties)		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Leather/CCIC/CS/E-notice/ April'2022/04
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Leather Products other than Traditional Shoes (Jutties)
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Leather Products other than Traditional Shoes (Jutties)** category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Leather Products

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.35 Lakhs during last two Financial years or a total of Rs.50 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru, Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocare.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocare.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocare.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.



- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199


Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.

Leather/CCIC/CS/ E-notice/ April'2022/04	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Leather Products Other than Traditional Shoes (Jutties)		CCIC of India Ltd., PSU (Ministry of Textiles)
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Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - L E A T H E R P R O D U C T S O T H E R T H A N T R A D I T I O N A L S H O E S (J U T T I E S)				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	320	80,000	7,68,000
2.	Kolkata	50	40,000	60,000
3.	Bengaluru	50	40,000	60,000
4.	Chennai	50	40,000	60,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H-1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

Leather/CCIC/CS/ E-notice/ April'2022/04	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Leather Products Other than Traditional Shoes (Jutties)		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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ANNEXURE - 'D'

GENERAL INSTRUCTIONS FOR THE BIDDERS

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC, would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.



28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.



38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

**Leather/CCIC/CS/
E-notice/
April'2022/04**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Leather Products Other than Traditional
Shoes (Jutties)**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

WITNESS OF THE PARTY

1.

2.

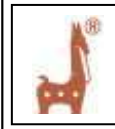
WITNESS OF THE CCIC

1.

2.

**BRIDAL WEAR
CCIC/CS/E-notice/
April'2022/05**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Bridal Wear Collection except Sarees**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
BRIDAL WEAR COLLECTION EXCEPT SAREES
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

BID DATA SHEET

1.	NIT TENDER No.	No. Bridal Wear /CCIC/CS/E-notice/ April'2022/05
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Bridal Wear Collection Except Sarees
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.

<p>BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Bridal wear Collection except Sarees** category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

<p>BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Bridal wear Collection

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.80 Lakhs during last Financial year or a total of Rs.120 Lakhs during last two Financial years or a total of Rs.160 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.40 Lakhs during last Financial year or a total of Rs.70 Lakhs during last two Financial years or a total of Rs.100 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees		CCIC of India Ltd., PSU (Ministry of Textiles)
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The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.

BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - BRIDAL WEAR COLLECTION EXCEPT SAREES				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	522.50	2,80,000	12,52,800
2.	Kolkata	100	80,000	1,20,000
3.	Bengaluru	100	80,000	1,20,000
4.	Chennai	100	80,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees		CCIC of India Ltd., PSU (Ministry of Textiles)
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Annexure - B


TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2019-20 2020-21 2020-21

BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Place for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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BRIDAL WEAR CCIC/CS/E-notice/ April'2022/05	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Bridal Wear Collection except Sarees		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)

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12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.

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- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

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2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

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Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at ____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by ____ % of selling price fixed.

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5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. _____ lakh

2nd Year - Rs. _____ lakh

3rd Year - Rs. _____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of _____ **Sq. Mtr. (_____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

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13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

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18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.

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28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.

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38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
42. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions. The price or value is exclusive of GST.
43. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
44. The contract can come to an end if your GST rating falls below an expectable limit.
45. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

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IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.


**Books/CCIC/CS/
E-notice/
April'2022/06**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Books & CDs**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
BOOKS & CDs
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Books/CCIC/CS/ E-notice/ April'2022/06	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Books & CDs		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Books/CCIC/CS/E-notice/ April'2022/06
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Books and CDs
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.

Books/CCIC/CS/ E-notice/ April'2022/06	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Books & CDs		CCIC of India Ltd., PSU (Ministry of Textiles)
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E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Books & CDs** category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.


CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

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- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Books & CDs

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.30 Lakhs during last Financial year or a total of Rs.50 Lakhs during last two Financial years or a total of Rs.70 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.


Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

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The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.


For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

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4. Security Deposit


Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.

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Annexure-A


Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - B O O K S & C D s				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	148	80,000	3,55,200
2.	Kolkata	40	40,000	48,000
3.	Bengaluru	40	40,000	48,000
4.	Chennai	40	40,000	48,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

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Annexure - B


TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21

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8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating

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thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	




3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.


	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)

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12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/ exemptions/ relaxations as provided by Government through its circular/ notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.

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- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e-Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.


24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

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2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours


The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

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Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.


Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.

Books/CCIC/CS/ E-notice/ April'2022/06	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Books & CDs		CCIC of India Ltd., PSU (Ministry of Textiles)
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5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh


3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.


13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount

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because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.

19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.

30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is three years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.

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42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

Herbal Cosmetics/
CCIC/CS/E-notice/
April'2022/07

E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Herbal Cosmetics



CCIC of India Ltd., PSU
(Ministry of Textiles)

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
HERBAL COSMETICS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Herbal Cosmetics/ CCIC/CS/E-notice/ April'2022/07	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Herbal Cosmetics		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No.Herbal Cosmetics/CCIC/CS/E-notice/ April' 2022/07
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Herbal Cosmetics.
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Herbal Cosmetics** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Herbal Cosmetics

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.15 Lakhs during last Financial year or a total of Rs.25 Lakhs during last two Financial years or a total of Rs.40 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A


Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - HERBAL COSMETICS				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	36	40,000	5,83,200
2.	Kolkata	40	20,000	48,000
3.	Bengaluru	40	20,000	48,000
4.	Chennai	40	20,000	48,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

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Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating

Herbal Cosmetics/ CCIC/CS/E-notice/ April'2022/07	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Herbal Cosmetics	 CCIC of India Ltd., PSU (Ministry of Textiles)
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thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. Last Date/Time of uploading of Tender bids: The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. Authorized Signatory: The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be

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prepared.

- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

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Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.


Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.

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5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh


2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

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13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.

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28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.

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38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party (Through its Authorized Signatory)	Central Cottage Industries Corporation of India Ltd. (Through its Authorized Signatory)
WITNESS OF THE PARTY 1. 2.	WITNESS OF THE CCIC 1. 2.

**Jutties/CCIC/CS/
E-notice/
April'2022/08**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Traditional Footwear (Jutties)**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
TRADITIONAL FOOTWEAR (JUTTIES)
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Jutties/CCIC/CS/E-notice/April'2022/ 08
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Traditional Footwear (Jutties)
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary
Schedule of Events		
	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854

Website : www.thecottage.in

Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Traditional Footwear (Jutties)** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Jutties (Traditional Footwear)

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.12 Lakhs during last Financial year or a total of Rs.20 Lakhs during last two Financial years or a total of Rs.26 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - J U T T I E S (T R A D I T I O N A L F O O T W E A R)				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	48	40,000	3,16,800
2.	Kolkata	40	20,000	48,000
3.	Bengaluru	40	20,000	48,000
4.	Chennai	40	20,000	48,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi

Jutties/CCIC/CS/ E-notice/ April'2022/08	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Traditional Footwear (Jutties)		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____
Name in BLOCK Letters : _____
Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.



11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not



quality in the Technical bids.

- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.



25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. _____ lakh

2nd Year - Rs. _____ lakh

3rd Year - Rs. _____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.

7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.

8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.

9. It has been specifically agreed to and acknowledged by the Party that the said space of _____ **Sq. Mtr. (_____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.

10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.

11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.

12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.




13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.



29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the

Jutties/CCIC/CS/ E-notice/ April'2022/08	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Traditional Footwear (Jutties)	 CCIC of India Ltd., PSU (Ministry of Textiles)
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conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.

41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

**Rudraksha Beads
/CCIC/CS/E-notice/
April'2022 /09**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Rudraksha Beads**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
RUDRAKSHA BEADS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Rudraksha Beads /CCIC/CS/E-notice/ April'2022/09
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Rudraksha Beads
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary
Schedule of Events		
	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Rudraksha Beads** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



(ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.

(iii) Minimum Turnover :

Rudraksha Beads

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.50 Lakhs during last Financial year or a total of Rs.80 Lakhs during last two Financial years or a total of Rs.130 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.50 Lakhs during last Financial year or a total of Rs.80 Lakhs during last two Financial years or a total of Rs.130 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

- 6.** Bidders are required to follow General instructions as mentioned at Annexure – D.
- 7.** Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - R U D R A K S H A B E A D S				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	50	60,000	5,88,000
2.	Kolkata	60	60,000	72,000
3.	Bengaluru	60	60,000	72,000
4.	Chennai	60	60,000	72,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

**** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 :
		2019-20 :
		2020-21 :




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating

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thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be



prepared.

- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110 001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.


24. **Inspection clause**

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of

<p>Rudraksha Beads /CCIC/CS/E-notice/ April'2022 /09</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rudraksha Beads</p>	 <p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.



12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all



the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.



28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the



question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.

40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.


**Mehndi & Choori/
CCIC/CS/E-notice/
April 2022 /10**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Mehndi & Choori**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
MEHNDI & CHOORI
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Mehndi & Choori/ CCIC/CS/E-notice/ April 2022 /10	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Mehndi & Choori	 CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Mehndi & Choori /CCIC/CS/E-notice/ April'2022/10
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Mehndi and Choori
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854

Website : www.thecottage.in

Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Mehndi & Choori** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Mehndi & Choori

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form. The supporting documents may be dropped in "offline Document box".**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.



For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.


Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

Mehndi & Choori/ CCIC/CS/E-notice/ April 2022 /10	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Mehndi & Choori		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - M E H N D I & C H O O R I				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	36	40,000	2,37,600
2.	Kolkata	40	40,000	48,000
3.	Bengaluru	40	40,000	48,000
4.	Chennai	40	40,000	48,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	(Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

Mehndi & Choori/ CCIC/CS/E-notice/ April 2022 /10	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Mehndi & Choori	 CCIC of India Ltd., PSU (Ministry of Textiles)
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6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC’s Showroom

I/We refer to the e-tender advertisement released by CCIC in newspapers and we have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC’s Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. **Evaluation Criteria for Techno-Commercial bid**

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount




because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.

19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.



30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they

Mehndi & Choori/ CCIC/CS/E-notice/ April 2022 /10	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Mehndi & Choori	 CCIC of India Ltd., PSU (Ministry of Textiles)
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choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.

41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party (Through its Authorized Signatory)	Central Cottage Industries Corporation of India Ltd. (Through its Authorized Signatory)
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WITNESS OF THE PARTY

1.

2.

WITNESS OF THE CCIC

1.

2.

**Tattoos & Bindies/
CCIC/CS/E-notice/
April'2022 /11**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Tattoos & Bindies**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
TATTOOS & BINDIES
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Tattoos & Bindies /CCIC/CS/E-notice/ April'2022 /11
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Tattoos & Bindies
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Tattoos & Bindies** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Tattoos & Bindies

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.18 Lakhs during last Financial year or a total of Rs.25 Lakhs during last two Financial years or a total of Rs.35 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - T A T T O O S & B I N D I E S				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	36	60,000	6,48,000
2.	Kolkata	40	40,000	48,000
3.	Bengaluru	40	40,000	48,000
4.	Chennai	40	40,000	48,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi

Tattoos & Bindies/ CCIC/CS/E-notice/ April'2022 /11	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Tattoos & Bindies	 CCIC of India Ltd., PSU (Ministry of Textiles)
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shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**

This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.

14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.

15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.

16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.

17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.



28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.



38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

**Gift Wrapping /
CCIC/CS/E-notice/
April'2022/12**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Gift Wrapping & Packaging**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
GIFT WRAPPING & PACKAGING
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Gift Wrapping & Packaging /CCIC/CS /E-notice/ April'2022 /12
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Gift Wrapping & Packaging
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Gift Wrapping & Packaging** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Gift Wrapping & Packaging :

For Showrooms at Kolkata, Bengaluru & Chennai

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.30 Lakhs during last two Financial years or a total of Rs.50 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms situated at New Delhi.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.



For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

Gift Wrapping / CCIC/CS/E-notice/ April'2022/12	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gift Wrapping & Packaging		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.

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Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - G I F T W R A P P I N G & P A C K A G I N G				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	40	40,000	48,000
2.	Bengaluru	40	40,000	48,000
3.	Chennai	40	40,000	48,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi

Gift Wrapping / CCIC/CS/E-notice/ April'2022/12	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gift Wrapping & Packaging	 CCIC of India Ltd., PSU (Ministry of Textiles)
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shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be



prepared.

- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of

<p>Gift Wrapping / CCIC/CS/E-notice/ April'2022/12</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gift Wrapping & Packaging</p>	 <p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.



28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.



38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to an agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

Rugs & Carpets/
CCIC/CS/E-notice/
April 2022 /13

E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Rugs & Carpets



CCIC of India Ltd., PSU
(Ministry of Textiles)

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
RUGS & CARPETS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Rugs & Carpets/ CCIC/CS/E-notice/ April'2022/13
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Rugs & Carpets
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Rugs & Carpets** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Rugs & Carpets

For Kolkata, Bengaluru & Chennai

Minimum turnover of Rs.40 Lakhs during last Financial year or a total of Rs.60 Lakhs during last two Financial years or a total of Rs.80 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.



For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets	 The logo of CCIC (Central Carpet Industry Corporation) of India, featuring a stylized horse and the text 'CCIC of India' and 'Central Carpet Industry Corporation'.	<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - R U G S & C A R P E T S				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	100	40,000	1,20,000
2.	Bengaluru	100	40,000	1,20,000
3.	Chennai	100	40,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets		CCIC of India Ltd., PSU (Ministry of Textiles)
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Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.



6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC’s Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC’s Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)

<p>Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. **Evaluation Criteria for Techno-Commercial bid**

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

<p>Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets</p>	 <p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.



28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.

Rugs & Carpets/ CCIC/CS/E-notice/ April 2022 /13	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Rugs & Carpets	 CCIC of India Ltd., PSU (Ministry of Textiles)
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39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

**Rugs & Carpets/
CCIC/CS/E-notice/
April 2022 /13**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Rugs & Carpets**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

2.

2.


**Shawls & Stoles/
CCIC/CS/E-notice/
April 2022 /14**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Shawls & Stoles**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
SHAWLS & STOLES
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Shawls & Stoles/ CCIC/CS/E-notice/ April 2022 /14	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Shawls & Stoles	 CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Shawls & Stoles/CCIC/CS/E-notice/ April'2022/14
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Shawls & Stoles
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary
Schedule of Events		
	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.

<p>Shawls & Stoles/ CCIC/CS/E-notice/ April 2022 /14</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Shawls & Stoles</p>	 <p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Shawls & Stoles** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Shawls & Stoles

For Kolkata, Bengaluru & Chennai

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.30 Lakhs during last two Financial years or a total of Rs.50 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.


All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.

Shawls & Stoles/ CCIC/CS/E-notice/ April 2022 /14	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Shawls & Stoles	 CCIC of India Ltd., PSU (Ministry of Textiles)
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- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-



Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A


Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

PRODUCTS - SHAWLS & STOLES				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	100	20,000	1,20,000
2.	Bengaluru	100	20,000	1,20,000
3.	Chennai	100	20,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

Shawls & Stoles/ CCIC/CS/E-notice/ April 2022 /14	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Shawls & Stoles	 CCIC of India Ltd., PSU (Ministry of Textiles)
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Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.



6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC’s Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC’s Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)

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12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be

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prepared.

- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.


24. **Inspection clause**

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of

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evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. _____ lakh

2nd Year - Rs. _____ lakh

3rd Year - Rs. _____ lakh


On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.


6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of _____ **Sq. Mtr. (_____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

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13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

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18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.

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29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.



40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

**Sarees/CCIC/CS/
E-notice/
April'2022/15**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Sarees**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
SAREES
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Sarees/CCIC/CS/E-notice/ April 2022 /15
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Sarees
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854

Website : www.thecottage.in

Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Sarees** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Sarees

For Kolkata, Bengaluru & Chennai

Minimum turnover of Rs.25 Lakhs during last Financial year or a total of Rs.40 Lakhs during last two Financial years or a total of Rs.60 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.



For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India



Branch

: Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

PRODUCTS - SAREES				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	100	20,000	1,20,000
2.	Bengaluru	100	20,000	1,20,000
3.	Chennai	100	20,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer: _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.



6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
--	------	--	--------------------



GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be



prepared.

- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of



evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.
5. The party will assure a minimum guaranteed sale per annum as under:-
1st Year - Rs. _____ lakh



2nd Year - Rs. _____ lakh

3rd Year - Rs. _____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of _____ **Sq. Mtr. (_____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.



14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
- CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount




because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.

19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium



thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.

30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they

<p>Sarees/CCIC/CS/ E-notice/ April'2022/15</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Sarees</p>	 <p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.

41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

<p>Party</p> <p>(Through its Authorized Signatory)</p>	<p>Central Cottage Industries Corporation of India Ltd.</p> <p>(Through its Authorized Signatory)</p>
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WITNESS OF THE PARTY

1.

2.

WITNESS OF THE CCIC

1.

2.



**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
SILVER ARTICLES
(EXCLUDING SILVER COINS & GULABI MEENAKARI FROM
VARANASI AND FILIGREE HANDICRAFTS)
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

**BID DATA SHEET**

1.	NIT TENDER No.	No. Silver Articles/ CCIC/CS/E-notice/ April'2022/16
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms Silver Articles (excluding Silver Coins & Gulabi Meenakari from Varanasi and Filigree Handicrafts)
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Silver Articles (excluding Silver Coins & Gulabi Meenakari from Varanasi and Filigree Handicrafts)** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years



2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.
- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Silver Articles (excluding Silver Coins & Gulabi Meenakari from Varanasi and Filigree Handicrafts)

Minimum turnover of Rs.80 Lakhs during last Financial year or a total of Rs.120 Lakhs during last two Financial years or a total of Rs.160 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

- 6.** Bidders are required to follow General instructions as mentioned at Annexure – D.
- 7.** Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - SILVER ARTICLES (EXCLUDING SILVER COINS & GULABI MEENAKARI FROM VARANASI AND FILIGREE HANDICRAFTS)				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	70	2,00,000	6,72,000
3.	Kolkata	100	20,000	1,20,000
4.	Bengaluru	100	20,000	1,20,000
5.	Chennai	100	20,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer: _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	



7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19	
		2019-20	
		2020-21	
8.	Details of business / shops / showrooms presently operated including address.		
9.	PAN (copy enclosed)		
10.	GST No.		
11.	Provident Fund No.(copy enclosed)		
12.	ESI No. (copy enclosed)		
13.	a. Whether MSME (Yes/No) (attach proof)		
	b. If MSME then whether SC/ST category. (attach proof)		
	c. Whether start up (attach proof)		
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)	

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.



3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.
6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :

Name of the Bank :

Name and address of the Branch :

Account Type (SB/CA etc.) :

Account No. :

PAN :

IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may

**Silver Articles/ CCIC/
CS/E-notice/
April'2022/16**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Silver Articles**



CCIC of India Ltd., PSU
(Ministry of Textiles)

be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer: _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. **Evaluation Criteria for Techno-Commercial bid**

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of "_____" items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.
5. The party will assure a minimum guaranteed sale per annum as under:-
1st Year - Rs. _____ lakh
2nd Year - Rs. _____ lakh
3rd Year - Rs. _____ lakh



On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of _____ **Sq. Mtr. (_____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the



description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-

- (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
 16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
 17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
 18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
 19. That the Party shall not hold or permit to hold any public auction in the allotted area.
 20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.



21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.



31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.



43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

**Marble products/
CCIC/CS/E-notice/
April'2022 /17**

**E-Tender for Concessionaire Arrangements in
Showrooms of CCIC for Marble products with
Precious Stone/ Semi-precious Stone in-lay**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
MARBLE PRODUCTS WITH PRECIOUS STONE/
SEMI-PRECIOUS STONE IN-LAY
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Marble Products/CCIC/CS/E-notice/ April'2022/17
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Marble products with Precious Stone/ Semi-precious Stone in-lay
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Marble products with Precious Stone/ Semi-precious Stone in-lay** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.


CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

Marble products/ CCIC/CS/E-notice/ April'2022 /17	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Marble products with Precious Stone/ Semi-precious Stone in-lay		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Marble products with Precious Stone/ Semi-precious Stone in-lay

For Kolkata, Bengaluru & Chennai

Minimum turnover of Rs.60 Lakhs during last Financial year or a total of Rs.100 Lakhs during last two Financial years or a total of Rs.140 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.


All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form. The supporting documents may be dropped in "offline Document box".**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.

<p>Marble products/ CCIC/CS/E-notice/ April'2022 /17</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Marble products with Precious Stone/ Semi-precious Stone in-lay</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD


- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date).If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Marble products/ CCIC/CS/E-notice/ April'2022 /17	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Marble products with Precious Stone/ Semi-precious Stone in-lay		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - MARBLE PRODUCTS WITH PRECIOUS STONE/ SEMI-PRECIOUS STONE IN-LAY				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	100	40,000	1,20,000
2.	Bengaluru	100	40,000	1,20,000
3.	Chennai	100	40,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.		
9.	PAN (copy enclosed)		
10.	GST No.		
11.	Provident Fund No.(copy enclosed)		
12.	ESI No. (copy enclosed)		
13.	a.	Whether MSME (Yes/No) (attach proof)	
	b.	If MSME then whether SC/ST category. (attach proof)	
	c.	Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)	

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

Marble products/ CCIC/CS/E-notice/ April'2022 /17	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Marble products with Precious Stone/ Semi-precious Stone in-lay		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC’s Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC’s Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	




3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		
<p>Note :</p> <ol style="list-style-type: none"> 1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month. 2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products. 				
	Date		(Signature & Seal)	



GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

<p>Marble products/ CCIC/CS/E-notice/ April'2022 /17</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Marble products with Precious Stone/ Semi-precious Stone in-lay</p>	 <p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not



qualify in the Technical bids.

- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.



25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno-Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – ‘E’

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as “CCIC”), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as “Party”) of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the “Party” in pursuance of said tender notice offered its bids [technical and financial bids] in respect of “_____” items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. _____ lakh

2nd Year - Rs. _____ lakh

3rd Year - Rs. _____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of _____ **Sq. Mtr. (_____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.




13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.



29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.

Marble products/ CCIC/CS/E-notice/ April'2022 /17	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Marble products with Precious Stone/ Semi-precious Stone in-lay		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.


**Cane/Bamboo
CCIC/CS/E-notice/
April' 2022 /18**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Cane/Bamboo**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
CANE/BAMBOO PRODUCTS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Cane/Bamboo CCIC/CS/E-notice/ April' 2022 /18	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Cane/Bamboo		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Cane/Bamboo /CCIC/CS/E-notice/ April'2022/ 18
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Cane/Bamboo
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Cane/Bamboo** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Brass Handicrafts

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.15 Lakhs during last Financial year or a total of Rs.25 Lakhs during last two Financial years or a total of Rs.40 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.


Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

Cane/Bamboo CCIC/CS/E-notice/ April' 2022 /18	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Cane/Bamboo		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

PRODUCTS - CANE / BAMBOO				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	387	40,000	9,28,800
2.	Kolkata	150	40,000	1,80,000
3.	Bengaluru	150	40,000	1,80,000
4.	Chennai	150	40,000	1,80,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B


TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21

Cane/Bamboo CCIC/CS/E-notice/ April' 2022 /18	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Cane/Bamboo		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	(Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.



6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	




3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		
<p>Note :</p> <p>1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.</p> <p>2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.</p>				
	Date		(Signature & Seal)	




GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

<p>Cane/Bamboo CCIC/CS/E-notice/ April' 2022 /18</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Cane/Bamboo</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not

Cane/Bamboo CCIC/CS/E-notice/ April' 2022 /18	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Cane/Bamboo		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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qualify in the Technical bids.

- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b) EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno-Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno-Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.



12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
- (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.



17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.



27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.



39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.



**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
CRYSTAL ARTICLES/ ARTEFACTS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Crystal Articles/ CCIC/CS/E-notice/ April'2022/19
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Crystal Articles/ Artefacts
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Crystal Articles/ Artefacts** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Crystal Articles/ Artefacts

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.15 Lakhs during last Financial year or a total of Rs.25 Lakhs during last two Financial years or a total of Rs.40 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - C R Y S T A L A R T I C L E S / A R T E F A C T S				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	387	40,000	9,28,800
3.	Kolkata	100	40,000	1,20,000
4.	Bengaluru	100	40,000	1,20,000
5.	Chennai	100	40,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer: _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.



6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :

Name of the Bank :

Name and address of the Branch :

Account Type (SB/CA etc.) :

Account No. :

PAN :

IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer: _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



k. If-1 party shall be considered for awarding the Concessionaire contract.

l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e - Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. **Evaluation Criteria for Techno-Commercial bid**

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.



29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.



39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

**Crystal Articles/
CCIC/CS/E-notice/
April'2022 /19**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Crystal Articles/ Artefacts**



CCIC of India Ltd., PSU
(Ministry of Textiles)

2.

2.


**Perfumes/
CCIC/CS/E-notice/
April'2022 /20**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Perfumes'**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
PERFUMES'
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Perfumes/ CCIC/CS/E-notice/ April'2022 /20	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Perfumes'		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Perfumes'/CCIC/CS/E-notice/ April'2022/ 20
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Perfumes'
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Perfumes'** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of **“Central Cottage Industries Emporium” (CCIE)** in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :
Perfumes'

For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.



For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi



5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - P E R F U M E S'				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	50	40,000	60,000
2.	Bengaluru	50	40,000	60,000
3.	Chennai	50	40,000	60,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B


TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer: _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21

Perfumes/ CCIC/CS/E-notice/ April' 2022 /20	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Perfumes'	 CCIC of India Ltd., PSU (Ministry of Textiles)
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8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

Perfumes'/ CCIC/CS/E-notice/ April' 2022 /20	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Perfumes'		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer: _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in Words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.


	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)

Perfumes'/ CCIC/CS/E-notice/ April' 2022 /20	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Perfumes'		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.

Perfumes'/ CCIC/CS/E-notice/ April' 2022 /20	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Perfumes'		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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k. If-1 party shall be considered for awarding the Concessionaire contract.

l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.

5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
- (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.

29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.



40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.



**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
PACKAGED ORGANIC PRODUCTS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. March 2022/CCIC/CS/E-notice/ April'2022/ 21
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Packaged Organic Products
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Packaged Organic Products** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Organic Products

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.15 Lakhs during last Financial year or a total of Rs.25 Lakhs during last two Financial years or a total of Rs.40 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - PACKAGED ORGANIC PRODUCTS				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	320	40,000	7,68,000
2.	Kolkata	50	40,000	60,000
3.	Bengaluru	50	40,000	60,000
4.	Chennai	50	40,000	60,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi



shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____

2. Name of Showroom (Place) for offer: _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)

12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.

k. If-1 party shall be considered for awarding the Concessionaire contract.

l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.

b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.

2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.

2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. **Evaluation Criteria for Techno-Commercial bid**

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.



29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.



40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to an agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes	 The logo of CCIC of India Ltd. features a stylized brown horse facing right, with the text 'CCIC of India Ltd.' and 'Central Cottage Industries Corporation' below it.	<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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E-TENDER NOTICE FOR

CONCESSIONAIRE ARRANGEMENTS FOR


GIFTING CHOCOLATES/ DRY FRUIT/ COOKIES/ DRY CAKES

AT EMPORIA OF

CENTRAL COTTAGE INDUSTRIES CORPORATION

OF INDIA LTD. (CCIC),

UNDER MINISTRY OF TEXTILES

Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Gifting Chocolates/ Dry Fruit/ CCIC/CS/E-notice/ April'2022/ 22
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.

<p>Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes</p>		<p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Gifting Chocolates / Dry Fruit/ Cookies/ Dry Cakes** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.


CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

<p>Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Gifting Chocolates/Dry Fruit

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.15 Lakhs during last Financial year or a total of Rs.25 Lakhs during last two Financial years or a total of Rs.40 lakhs during the last three Financial years ending on 31/03/2021.

(i) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.


Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.


For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

<p>Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199


Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.


Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		CCIC of India Ltd., PSU (Ministry of Textiles)
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Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - GIFTING CHOCOLATES / DRY FRUIT/ COOKIES/ DRY CAKES				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	45	40,000	1,08,000
2.	Kolkata	60	40,000	72,000
3.	Bengaluru	60	40,000	72,000
4.	Chennai	60	40,000	72,000

- * Area indicated is approximate & may vary as per need basis at the time of awarding the contract.
- ** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.
- *** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

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Annexure - B


TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21

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8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating

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thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer


- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____


Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		CCIC of India Ltd., PSU (Ministry of Textiles)
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3.	Authorized Representative/ person				
				Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)	
	Year I				
	Year II				
	Year III				
	Total	(in Rs.)			
		(in words)			

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.


	Date		(Signature & Seal)
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<p>Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes</p>		<p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

<p>Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes</p>		<p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not

<p>Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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qualify in the Technical bids.

- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering


A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

<p>Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**


The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		CCIC of India Ltd., PSU (Ministry of Textiles)
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Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.


Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.

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5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh


2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh


On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.


6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

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13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
- CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.

Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		CCIC of India Ltd., PSU (Ministry of Textiles)
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29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.

Gifting Chocolates/ Dry Fruit/CCIC/CS/ E-notice/ April'2022/22	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Gifting Chocolates/ Dry Fruit/ Cookies/ Dry Cakes		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

**Designer Studio/
CCIC/CS/E-notice/
April' 2022 /23**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Designer Studio**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
DESIGNER STUDIO
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Designer Studio/ CCIC/CS/E-notice/ April'2022/ 23
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Designer Studio
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Designer Studio** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Designer Studio

For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.25 Lakhs during last Financial year or a total of Rs.40 Lakhs during last two Financial years or a total of Rs.60 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at **04.00 PM**.


All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.

Designer Studio/ CCIC/CS/E-notice/ April' 2022 /23	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Designer Studio		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date).If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-



Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - D E S I G N E R S T U D I O				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	100	40,000	1,20,000
2.	Bengaluru	100	40,000	1,20,000
3.	Chennai	100	40,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating



thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product : _____
2. Name of Showroom (Place) for offer: _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		
<p>Note :</p> <ol style="list-style-type: none"> 1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month. 2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products. 				
	Date		(Signature & Seal)	



GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.

- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever

information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.
5. The party will assure a minimum guaranteed sale per annum as under:-
1st Year - Rs. _____ lakh
2nd Year - Rs. _____ lakh

3rd Year - Rs. _____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of _____ **Sq. Mtr. (_____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event



of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-

- (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
 16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
 17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
 18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
 19. That the Party shall not hold or permit to hold any public auction in the allotted area.
 20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC



during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.

21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are



liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.

31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the

**Designer Studio/
CCIC/CS/E-notice/
April' 2022 /23**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Designer Studio**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.

43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.


**Men's Wear/
CCIC/CS/E-notice/
April'2022 /24**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Men's Wedding Collection/Suiting**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
MEN'S WEDDING COLLECTION/ SUITING
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Men's Wear/ CCIC/CS/E-notice/ April'2022 /24	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Men's Wedding Collection/Suiting		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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BID DATA SHEET

1.	NIT TENDER No.	No. Men's Wear/CCIC/CS/E-notice/ April'2022 /24
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Men's Wedding Collection/ Suiting
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Men's Wedding Collection/ Suiting** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Men's Wedding Collection/ Suiting

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.50 Lakhs during last Financial year or a total of Rs.80 Lakhs during last two Financial years or a total of Rs.130 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.30 Lakhs during last two Financial years or a total of Rs.50 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

- 6.** Bidders are required to follow General instructions as mentioned at Annexure – D.
- 7.** Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - M E N ' S W E D D I N G C O L L E C T I O N / S U I T I N G				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	522	40,000	12,52,800
2.	Kolkata	100	40,000	1,20,000
3.	Bengaluru	100	40,000	1,20,000
4.	Chennai	100	40,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer: _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21




8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi

<p align="center">Men's Wear/ CCIC/CS/E-notice/ April'2022 /24</p>	<p align="center">E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Men's Wedding Collection/Suiting</p>		<p align="center"><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



3.	Authorized Representative/ person			
				Discount on Minimum Guaranteed sales excluding GST
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.



k. If-1 party shall be considered for awarding the Concessionaire contract.

l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. **Evaluation Criteria for Techno-Commercial bid**

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.



2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.

5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.

27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The



CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.

38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

(Through its Authorized Signatory)

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

**Men's Wear/
CCIC/CS/E-notice/
April'2022 /24**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Men's Wedding Collection/Suiting**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

1.

1.

2.

2.

**Khadi Products
CCIC/CS/E-notice/
April'2022/25**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Khadi Products**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
KHADI PRODUCTS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Khadi Products/CCIC/CS/E-notice/ April'2022/25
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Khadi Products
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Khadi Products** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.



- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Khadi Products

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.50 Lakhs during last Financial year or a total of Rs.80 Lakhs during last two Financial years or a total of Rs.130 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.30 Lakhs during last two Financial years or a total of Rs.50 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - KHADI PRODUCTS				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	320	40,000	7,68,000
2.	Kolkata	100	40,000	1,20,000
3.	Bengaluru	100	40,000	1,20,000
4.	Chennai	100	40,000	1,20,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Place for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating



thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
				Discount on Minimum Guaranteed sales excluding GST
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.



- i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno-Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.



13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
- (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
- (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
- (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
- (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
- (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
- (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount



because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.

19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.



30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.



41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.


1.

2.

2.

Ladies Salwar Kurta Dupatta/CCIC/CS/ E-notice/ April' 2022/26	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Ladies Salwar Kurta Dupatta (Skd) & Kurti		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
LADIES SALWAR KURTA DUPATTA (SKD) & KURTI
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Ladies Salwar Kurta Dupatta/CCIC/CS/ E-notice/ April' 2022/26	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Ladies Salwar Kurta Dupatta (Skd) & Kurti		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Ladies Salwar Kurta Dupatta & Kurti/ CCIC/ CS/ E-notice/ April'2022/26
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Ladies Salwar Kurta Dupatta (Skd) & Kurti
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. DM (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.

Ladies Salwar Kurta Dupatta/CCIC/CS/ E-notice/ April' 2022/26	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Ladies Salwar Kurta Dupatta (Skd) & Kurti		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Ladies Salwar Kurta Dupatta (Skd) and Kurti** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.


CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

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- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Ladies Salwar Kurta Dupatta (Skd) & Kurti

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.40 Lakhs during last Financial year or a total of Rs.70 Lakhs during last two Financial years or a total of Rs.100 lakhs during the last three Financial years ending on 31/03/2021.

(i) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.30 Lakhs during last two Financial years or a total of Rs.50 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.


Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

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The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD


- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days

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of awarding the contract and the entire interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199


Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.


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Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - Ladies Salwar Kurta Dupatta (Skd) & Kurti				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum **
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	316	40,000	7,58,400
2.	Kolkata	60	40,000	72,000
3.	Bengaluru	60	40,000	72,000
4.	Chennai	60	40,000	72,000

- * Area indicated is approximate & may vary as per need basis at the time of awarding the contract.
- ** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.
- *** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

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Annexure - B


TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21

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8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating

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thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____

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Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001


Financial Bid for entering into Concessionaire arrangement in CCIC’s Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:


Operation for Concessionaire arrangement in CCIC’s Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address PIN Code	

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3.	Authorized Representative/ person				
				Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)	
	Year I				
	Year II				
	Year III				
	Total	(in Rs.)			
		(in words)			
<p>Note :</p> <ol style="list-style-type: none"> 1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month. 2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products. 					
	Date		(Signature & Seal)		

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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

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11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not

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quality in the Technical bids.

- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e - Tendering


A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

- 1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
- 2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

- 1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- 2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

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25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**


The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

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Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.


Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.

<p>Ladies Salwar Kurta Dupatta/CCIC/CS/ E-notice/ April' 2022/26</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Ladies Salwar Kurta Dupatta (Skd) & Kurti</p>		<p>CCIC of India Ltd., PSU (Ministry of Textiles)</p>
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5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh


2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh


On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.


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12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all


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the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.

18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.

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27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.

<p>Ladies Salwar Kurta Dupatta/CCIC/CS/ E-notice/ April' 2022/26</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Ladies Salwar Kurta Dupatta (Skd) & Kurti</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I


Details of Products allowed to be dealt:

Party

(Through its Authorized Signatory)

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

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WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.


**Designer Hand Bags
CCIC/CS/E-notice/
April'2022 /27**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Designer Hand Bags**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
DESIGNER HAND BAGS
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Designer Hand Bags CCIC/CS/E-notice/ April'2022 /27	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Designer Hand Bags		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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BID DATA SHEET

1.	NIT TENDER No.	No. Designer Hand Bags/CCIC/CS/E-notice/ April'2022/27
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Designer Hand Bags
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary
Schedule of Events		
	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Designer Hand Bags** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Designer Hand Bags

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.35 Lakhs during last two Financial years or a total of Rs.50 lakhs during the last three Financial years ending on 31/03/2021.

(i) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.



The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.



4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure - A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - D E S I G N E R H A N D B A G S				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	316	40,000	7,58,400
2.	Kolkata	50	40,000	60,000
3.	Bengaluru	50	40,000	60,000
4.	Chennai	50	40,000	60,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Place for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating



thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	



3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**

This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not

qualify in the Technical bids.

- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.

5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.

13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
- (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.


18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.



27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.



37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

Designer Hand Bags CCIC/CS/E-notice/ April'2022 /27	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Designer Hand Bags		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.


Tea & Coffee /CCIC/
CS/E-notice/
April'2022 /28

E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Tea & Coffee



CCIC of India Ltd., PSU
(Ministry of Textiles)

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
TEA & COFFEE
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**

Tea & Coffee /CCIC/ CS/E-notice/ April'2022 /28	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Tea & Coffee		CCIC of India Ltd., PSU (Ministry of Textiles)
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BID DATA SHEET

1.	NIT TENDER No.	No. Tea& Coffee /CCIC/CS/E-notice/ April'2022/28
2.	Project	E-Tender Notice For Concessionaire Arrangement In CCIC's Showrooms For Tea & Coffee
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Tea & Coffee** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.


CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

Tea & Coffee /CCIC/ CS/E-notice/ April'2022 /28	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Tea & Coffee		CCIC of India Ltd., PSU (Ministry of Textiles)
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- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Tea & Coffee

(i) For Jawahar Vyapar Bhawan, Janpath, New Delhi

Minimum turnover of Rs.15 Lakhs during last Financial year or a total of Rs.25 Lakhs during last two Financial years or a total of Rs.40 lakhs during the last three Financial years ending on 31/03/2021.

(ii) For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.


Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

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The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.


For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date).If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

<p>Tea & Coffee /CCIC/ CS/E-notice/ April'2022 /28</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Tea & Coffee</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A


Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

P R O D U C T S - T E A & C O F F E E				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	50	40,000	60,000
2.	Bengaluru	50	40,000	60,000
3.	Chennai	50	40,000	60,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

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Annexure - B


TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21

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8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

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6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : _____

Name of the Bank : _____

Name and address of the Branch : _____

Account Type (SB/CA etc.) : _____

Account No. : _____

PAN : _____

IFSC Code : _____

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

The Company Secretary,
CCIC of India Ltd.
Jawahar Vyapar Bhawan
Janpath,
New Delhi-110001

Financial Bid for entering into Concessionaire arrangement in CCIC's Showroom

We have read the Tender conditions in full, read all the relevant documents, made all the enquiries, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, wish to bid as under:


Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

S.No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
	PIN Code	




3.	Authorized Representative/ person			
			Discount on Minimum Guaranteed sales excluding GST	
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		
<p>Note :</p> <ol style="list-style-type: none"> 1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month. 2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products. 				
	Date		(Signature & Seal)	

Tea & Coffee /CCIC/ CS/E-notice/ April'2022 /28	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Tea & Coffee		CCIC of India Ltd., PSU (Ministry of Textiles)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

<p>Tea & Coffee /CCIC/ CS/E-notice/ April'2022 /28</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Tea & Coffee</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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11. Whether MSME/ SC/ ST category (attach proof)
12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.



- i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Pre-Bid meeting and assistance for e- Tendering**


A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. **Validity of the bids**

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. **Inspection clause**

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

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25. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. **Working hours**


The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. **Display of signage**

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. **Security Deposit**

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

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Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.

7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.

8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.

9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.

10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.

11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.



12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.



17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.



27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.



39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.

**Papier Mache'
CCIC/CS/E-notice/
April'2022 /29**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Papier Mache'**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS FOR
PAPIER MACHE'
AT EMPORIA OF
CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC),
UNDER MINISTRY OF TEXTILES**



BID DATA SHEET

1.	NIT TENDER No.	No. Papier Mache'/ CCIC/CS/E-notice/ April'2022/29
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Papier Mache'
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. Manager (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 01/06/2022, 03:00 PM
2.	Pre-bid Meeting	16/05/2022 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 01/06/2022 , 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 02/06/2022 , 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the next following working day at the same time and venue.



E-Tender for offer of Concessionaire arrangement in CCIC's showrooms

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.thecottage.in
Email : cscic@gmail.com

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for marketing/selling of **Papier Mache'** product category on concessionaire basis at the counters in its showroom as specified at Annexure A.

BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of “**Central Cottage Industries Emporium**” (CCIE) in New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Patna and Varanasi.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.


CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 68 years, CCIC has a strong brand name and goodwill for quality.

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2022.

Papier Mache' CCIC/CS/E-notice/ April'2022 /29	E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Papier Mache'		<u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u>
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- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Minimum Turnover :

Papier Mache'

For Other Showrooms (Kolkata, Bengaluru & Chennai)

Minimum turnover of Rs.10 Lakhs during last Financial year or a total of Rs.15 Lakhs during last two Financial years or a total of Rs.20 Lakhs during the last three Financial years ending on 31/03/2021.

The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Concessionaire arrangements in CCIC's showrooms.

Interested Bidders may submit their bids online using e-Procurement portal of NIC (eprocure.gov.in) in the prescribed formats along with all necessary documents and information requested herein.

The bids may be submitted latest by 3.00 PM on **01/06/2022**. The bids shall be opened on **02/06/2022** at 04.00 PM.

All details regarding the Tender are available on websites: www.thecottage.in, and www.eprocure.gov.in/eprocure. Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. CCIC shall not be liable to send any individual information or issue a public notice.

2. Electronic Submission of Bids

- i. Bids (Technical and Financial Bid) against this Tender shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in). **No bids shall be accepted in hard copy or in any other form.**
- ii. For submission of e-bids, bidders are required to get themselves registered with eprocure.gov.in website using Digital Signature Certificate (DSC) essentially having signing certificate.
- iii. Earnest Money Deposit (EMD) is required to be submitted online through e-procurement portal as per bank details mentioned in the Tender.

The bidders are required to upload soft copies of the following:

- Technical Bid (prepared on Company's Letter head).
- Financial Bid (prepared on Company's Letter head).
- Copy of PAN & GST No.
- Scanned copy of UTR No. generated through online payment of EMD.
- EMD exemption certificate, if any.



For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

3. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below by NEFT/RTGS mode only as per following bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date).If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales, directly into following CCIC's Bank Account would be taken from the party within 10 days of awarding the contract and the entire Interest free security deposit shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India



Branch

: Jawahar Vyapar Bhawan, New Delhi

5. Bid Details

Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid (Annexure –C).

6. Bidders are required to follow General instructions as mentioned at Annexure – D.
7. Draft agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showrooms

PRODUCTS - PAPIER MACHE'				
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)	Minimum bid amount (Discount on Minimum Guaranteed Sales) value (per annum)**
1.	Kolkata	50	40,000	60,000
2.	Bengaluru	50	40,000	60,000
3.	Chennai	50	40,000	60,000

* Area indicated is approximate & may vary as per need basis at the time of awarding the contract.

** Minimum Bid is the discount on Minimum Guaranteed sales (Net proceeds to CCIC) per annum. However, contract will be awarded to H -1 bidder and quotes below the minimum bid value are liable to be rejected.

*** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



Annexure - B

TECHNICAL BID

To
Central Cottage Industries Corporation of India Ltd.
Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001

Operation for Concessionaire arrangement in CCIC's Showroom.

1. Name of Product(s) : _____
2. Name of Showroom (Place) for offer : _____

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2018-19 2019-20 2020-21



8.	Details of business / shops / showrooms presently operated including address.	
9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a.	Whether MSME (Yes/No) (attach proof)
	b.	If MSME then whether SC/ST category. (attach proof)
	c.	Whether start up (attach proof)
14.	Date	Signature of Authorized person as a token of acceptance of all the above conditions. (Signature & seal)

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

1. I/We am/are submitting this online bid to enter into Concessionaire arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>.
2. No financial indication has been given in the Technical Bid.
3. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
4. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
5. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating



thereto and/or relating to the above mentioned Concessionaire arrangement, Courts in New Delhi shall have exclusive jurisdiction.

6. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the Concessionaire agreement.
7. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
8. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



3.	Authorized Representative/ person			
				Discount on Minimum Guaranteed sales excluding GST
4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Percentage (% age)	Value (Rs. in lacs)
	Year I			
	Year II			
	Year III			
	Total	(in Rs.)		
		(in words)		

Note :

1. On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.
2. The accounting for the minimum guaranteed discount will be done on annual basis i.e. for each year, separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **01/06/2022**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.
11. Whether MSME/ SC/ ST category (attach proof)



12. Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.



- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

21. Bid Security/ EMD

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. Pre-Bid meeting and assistance for e- Tendering

A pre-bid meeting shall be held on **16/05/2022** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

23. Validity of the bids

1. The bidder's offer shall be valid for a minimum period of 120 days from the closing date of the tender. If CCIC so requires, during the evaluation/finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which will be binding on the bidder.
2. CCIC will not accept any inclusion/modification of any terms including prices after opening/ acceptance of the bids.

24. Inspection clause

1. CCIC reserves the right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
2. CCIC further reserves the right to inspect the facility of the selected concessionaire in order to confirm consistency of quality of the product being sold during the contract period.

25. Evaluation criteria

1. Evaluation Criteria for Techno-Commercial bid

The Techno-Commercial bids would be evaluated for their compliance to the eligibility criteria specified in main tender. CCIC reserves the right at its sole discretion to seek whatever



information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

2. Evaluation Criteria for Price bid

The Price Bids of only those bidders who qualified in the evaluation of their Techno- Commercial Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Techno- Commercial Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

3. Evaluation of price bids & selection of concessionaire –

- i) The concessionaire offering the highest commission/discount/license fee will be considered as H1 and shall be considered for award of the concessionaire arrangement contract, however, offering the highest commission/discount/license fee shall not confer any right on the concessionaire to seek award of the contract. CCIC reserves its right to reject the bid at any stage including after opening of financial bid.
- ii) CCIC will not accept inclusion of any additional costs, after opening of the tender.
- iii) Submission of incomplete or incorrect information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of CCIC in such cases would be final and binding.

26. Working hours

The working days would be as observed by CCIC and the holidays would be as observed by CCIC in its office in Delhi.

27. Display of signage

The place for display of the name of the Concessionaire would be indicated by CCIC. Other than this no part of the showroom except as specified by CCIC would be used for any display, advertisement, signage, posters, bills, etc. of any kind.

28. Security Deposit

Interest free security deposit equivalent to one month's discount on minimum guaranteed sales in the form of a Demand Draft or a Banker's Cheque would be taken from the concessionaire at the time execution of the agreement. The entire Interest free security deposit shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.



Annexure – 'E'

AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand _____ between the Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), through Shri Dinesh Kumar Mishra, its GM(Sales) which expression includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

M/s. _____, a _____ firm residing at _____ and represented by its _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, (hereinafter referred as "Party") of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products and whereas for that purpose the CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

Whereas the "Party" in pursuance of said tender notice offered its bids [technical and financial bids] in respect of " _____ " items (more specifically mentioned in **schedule-I**) and whereas after examining the bids of Party, the CCIC accepted the offer of Party for participation in the operation of retail sale of said items on the space provided in the said showroom:

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

1. That this Agreement is valid for a period of _____ years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
2. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
3. That the specific earmarked location of area shall be approximately _____ **Sq. Mtr. (_____ sq. ft.)** in the showroom at _____ at _____ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
4. That the CCIC will be entitled to effect the sale of selected goods and merchandise at selling price so fixed after purchase from party, at a discounted price by _____ % of selling price fixed.



5. The party will assure a minimum guaranteed sale per annum as under:-

1st Year - Rs. ____ lakh

2nd Year - Rs. ____ lakh

3rd Year - Rs. ____ lakh

On signing the agreement, the successful bidder will submit 36 post dated cheques at monthly intervals (for 3 years) for values of minimum guaranteed monthly discounts offered to CCIC for the 36 months of the period of agreement. CCIC will deposit the cheques on due dates. The entire monthly sales proceeds will be remitted to the bidder within 15 days of each succeeding month on receipt of tax invoice by CCIC every month. However, difference of discount arising out of sales being higher than the minimum guaranteed sales will be recovered out of sales proceeds for the respective month.

The accounting for the minimum guaranteed discount will be done on annual basis i.e. for first year, second year and third year separately i.e. the excess sales or shortfall in sales in one year will not be carried forward to the next year. Adjustments for excess/ less payment, if any, due shall be reconciled and settled half yearly. The Party shall keep the goods and merchandise ready and showcase the same on the earmarked area of showroom for instant sale to the CCIC as per requirement and demand of the customer of CCIC at the selling price already fixed for the customer on products.

6. The Party shall deposit security being equal to one month's discount on minimum guaranteed sale based on minimum guarantee sale per annum for each of the concerned years at the beginning of the calendar year.
7. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
8. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
9. It has been specifically agreed to and acknowledged by the Party that the said space of ____ **Sq. Mtr. (____ sq. ft.)** allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.
10. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
11. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
12. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.




13. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
14. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
 - (a) CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 15 days of each subsequent month on presentation of sales invoice to CCIC as per clause 5 of this agreement.
 - (b) It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
 - (c) It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
 - (d) In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
 - (e) That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
 - (f) That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.
15. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
16. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.
17. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.



18. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit number obtained in each case with monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.
19. That the Party shall not hold or permit to hold any public auction in the allotted area.
20. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.
21. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
22. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
23. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilige assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof. Notwithstanding anything contained herein, it is agreed that allotted area shall at all time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
24. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
25. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
26. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.

27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.

<p>Papier Mache' CCIC/CS/E-notice/ April'2022 /29</p>	<p>E-Tender for Concessionaire Arrangements in Showrooms of CCIC for Papier Mache'</p>		<p><u>CCIC of India Ltd., PSU</u> <u>(Ministry of Textiles)</u></p>
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37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. This agreement shall be governed by and constructed in accordance with the laws of India applicable to a agreement executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.
41. The price or value is exclusive of GST.
42. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
43. The contract can come to an end if your GST rating falls below an expectable limit.
44. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR SIGNATURE ON THE DATE AND PLACE AS MENTIONED ABOVE.

SCHEDULE - I

Details of Products allowed to be dealt:

Party

(Through its Authorized Signatory)

**Central Cottage Industries
Corporation of India Ltd.**

(Through its Authorized Signatory)

**Papier Mache'
CCIC/CS/E-notice/
April'2022 /29**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Papier Mache'**



**CCIC of India Ltd., PSU
(Ministry of Textiles)**

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.