

NOTICE INVITING TENDER
For Leasing of 28 Built-up Shops
At
Trade Facilitation Centre, Varanasi, Uttar Pradesh



October 2016

MINISTRY OF TEXTILES
UDYOG BHAWAN
NEW DELHI – 110 011

WEBSITE: WWW.HANDLOOMS.NIC.IN/

DISCLAIMER

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TERM SHEET

S. N.	DESCRIPTION	
1	Cost of Bid document	Rs. 200/- in the form of a Demand Draft to be submitted along with tender submission.
2	Sale of Application Form	30 th October 2016 to 21 st November 2016 Bidders can download the NIT document from www.nhdcltd.co.in and www.handlooms.nic.in
3	Site Visit	Bidders are advised to submit their respective Bids only after visiting the site.
4	Pre Bid Conference	07 th November 2016 at 1230 hours National Handloom Development Corporation Ltd. (NHDC) regional office, S 12/36, Sri Ram Market, Teli Bagh, Varanasi
5	Last date of sending queries	06 th November 2016
6	Name and Address where queries/correspondence concerning this Request for tender is to be sent.	Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at sakthivel@nhdcltd.co.in and kumarar@gov.in
7	Agency's response to queries by	11 th November 2016 Response to all the queries shall be uploaded on www.nhdcltd.co.in and www.handlooms.nic.in
8	Last date and time of Submission of Sealed tender (Tender Due Date)	21 st November 2016 by 1500 hours
9	Address where Applicants must submit Tender	Managing Director, National Handloom Development Corporation Ltd. (NHDC) S 12/36, Sri Ram Market, Teli Bagh, Varanasi
10	Maximum number of shops which can be allotted to an individual bidder	Individual bidder can apply for 1 (one) shop only. Bidders shall be allowed to submit only single tender under any 1 (one) of the specified categories. Submission of multiple bids by same bidder shall disqualify the bidder from tender participation and would result in rejection of all the bids submitted by him.
11	Validity of tender	180 days from due date of Submission of tender.
12	Date of opening of tender	23 rd November by 1200 hours
13	Method of Selection tender	Highest Financial Proposal
14	Letter of Intent (LoI) to selected applicants	To be communicated later
15	Minimum Reserved Price for Lease Rental	Rs. 25 per square feet of shop carpet area per month
16	Electricity and CAM charges	Electricity and Common Area Maintenance (CAM) charges shall be as per actual and shall be charged over and above the lease rent.
17	Duration of lease:	Initial lease period shall be for 3 (three) years from the

		commencement date or 30 days from date of procession or date mentioned in letter. This term shall be extendable for further two consecutive lease periods of three years each.								
18	Payment Terms	<table border="1"> <thead> <tr> <th><u>YEAR</u></th> <th><u>LEASE RENT</u></th> </tr> </thead> <tbody> <tr> <td><u>1st Year</u></td> <td>Lease rental for the first year needs to be paid in advance as Demand Draft¹, within 7 days from the date of LOI.</td> </tr> <tr> <td><u>2nd Year</u></td> <td>Lease rental for the second year needs to be paid in advance as Demand Draft¹, 30 days before completion of 1st Year of the lease.</td> </tr> <tr> <td><u>3rd Year</u></td> <td>Subject to full and timely payment of lease rents for previous two years and continuous operation of leased space in previous years, the lease rental shall be waived off for third year as an incentive to the lessee. In case lessee fails to comply with the above cited condition the lease rental for the third year shall be paid by the lessee in advance as Demand Draft¹, 30 days before completion of 2nd Year of the lease.</td> </tr> </tbody> </table> <p>Subject to extension of lease for next 3 years and 3 years subsequent to that, the payment terms shall be applicable as stated below:</p> <ol style="list-style-type: none"> 1. Payment for all 3 years shall be required to be paid and there would not be any waiver on rental provided. 2. The cumulative rent for the complete year shall be paid annually in advance as Demand Draft¹, 30 days before completion of current year of the lease. 	<u>YEAR</u>	<u>LEASE RENT</u>	<u>1st Year</u>	Lease rental for the first year needs to be paid in advance as Demand Draft ¹ , within 7 days from the date of LOI.	<u>2nd Year</u>	Lease rental for the second year needs to be paid in advance as Demand Draft ¹ , 30 days before completion of 1 st Year of the lease.	<u>3rd Year</u>	Subject to full and timely payment of lease rents for previous two years and continuous operation of leased space in previous years, the lease rental shall be waived off for third year as an incentive to the lessee. In case lessee fails to comply with the above cited condition the lease rental for the third year shall be paid by the lessee in advance as Demand Draft ¹ , 30 days before completion of 2 nd Year of the lease.
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19	Earnest Money Deposit (EMD)	Rs. 25,000/- in the form of a Demand Draft to be submitted along with tender submission.								
20	Performance Guarantee (PG)	Rs 1,00,000 (One Lakh Rupees only) in the form of Demand Draft to be submitted by the bidder within 7 days of issuance of LOI.								
21	Commencement of Lease Agreement	For the first term of 3 (three) years, the commencement date shall start post completion of 30 calendar days from the date of handing over/possession of premises or date mentioned in letter or notice for taking over possession of leased shop, whichever is earlier. For subsequent lease term extensions, the commencement date shall start from the date of completion of previous lease term.								
22	Signing of Lease Agreement	Within 7 days after issuing LoI of the leased shop/space through.								

¹ Demand Draft shall be made in favor of the **National Handloom Development Corporation Ltd**, by one of the nationalized/ Scheduled Banks of India, payable at Lucknow.

23	Commencement of Lease rent	After 30 days from the date of issue of LoI of leased shop/ space. The lessee shall be allowed 30 days of rent free period for completion of fit-out works.
24	Submission of all Statutory documents and approvals.	Lessee shall obtain all due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities.
25	Commencement of Operations	The lessee shall commence operation of the leased shop within 60 days from the issuance of LoI, failing which the Authority shall have discretion to cancel the signed lease agreement.
26	Contract Period	The lease period shall be initially for three years' term and post completion of which, bidders shall have an option to extend the lease period for another 2 consecutive terms of 3 years each. The same shall be extended with escalation of 15% on last paid annual lease rent. The cumulative rent for the complete year shall be paid annually in advance within first week of commencement of extended lease term. After completion of total 9 years, the allottee shall not reserve any rights to the allotted space. The Authority shall have right to call for fresh tender for all shops.
27	Lease Termination	In case of pre mature termination of lease by the lessee or cancellation of lease due to breach of contract terms and conditions by lessee, the performance guarantee and advance rent paid by the lessee for the respective year, shall be forfeited.

SECTION 1

INVITATION TO SUBMIT TENDERS AND INSTRUCTION TO APPLICANTS

1 INTRODUCTION

Varanasi region has been an important centre of Culture and Art. Banarasi Silk sarees produced in this region are internationally recognised and are an integral part of the Indian sartorial landscape. Historically, traders from China and the far-east were involved in trading in silk in this region, on the Silk Route with Mirzapur lies South of Varanasi in the Vindhayan tract, located on the bank of River Ganga, about half way between Allahabad and Varanasi. Varanasi is well connected to all major cities by road, air and rail. Mirzapur is 200 Kms from Varanasi by Road. Bhadohi is accessible by road from Varanasi.

Products of Varanasi region like Hand-woven, Handicraft and Carpets have got wide recognition all over the country and abroad for their highly artistic design, colour combination, superior craftsmanship and long durability. Banaras Silks, Handloom and Crafts are world famous and supports livelihood of 37,000 handloom & 95,000 weavers. For further promoting and showcasing the crafts of Varanasi region mainly including hand-woven, handicraft and carpets of Varanasi and to provide necessary help to weavers, artisans and entrepreneurs of the Varanasi region in showcasing their activities and products to domestic as well as international visitors and carry forward the rich tradition of handlooms at Varanasi, Hon'ble Prime Minister of India laid foundation stone of **The Trade Facilitation Centre and Craft Museum** on November 7, 2014 at **Bada Lalpur, Varanasi**.

The project shall include a trade facilitation centre, a crafts museum for trade and business promotion, convention centre, exhibition hall, meeting hall, trade facilitation advisory services, especially for export procedure, legal and regulatory requirements, skill development centre, live demonstration of handloom weaving and handicraft technology, display galleries, food court and a place to hold cultural programmes.

To cultivate, enhance and provide marketing platform to promote products of Varanasi region the Authority has proposed to lease the shops in Trade Facilitation Centre.

2 PROJECT OVERVIEW

The campus is spread over an area of 7.93 Acres where The Trade Facilitation Centre (TFC) and Crafts Museum are being setup, with sub-components including office building (G+3), food court (G+3), auditorium (G+2), shops (G+1), and museum (G+2) and with a total constructed area of approx. 43,450 sq m. The marts, shops and open kiosks are part of Trade Facilitation Centre is expected to be completed by December 2016.



Shops:

The trade facilitation centre is proposed to have a **total of 28 shop units** on Ground and First floor levels in phase 1, with each shop having a tentative **area of 320 Sq. ft.** Shops have been proposed to be leased out to suppliers, exporters and traders among other business entities, specialized Varanasi region products as specified in NIT. The Authority reserve the rights to lease any shop to any applicant basis the design and business priorities of the Authority.

Shops shall be provided as bare shell facility with all basic amenities installed such as flooring, false ceiling, aluminium glazed door, light fixtures and electrical connections as per the design guidelines for the facility. Any fit out additions/ modifications for shop interiors shall be in the scope of the allotted lessee.

Shops and Reception – Ground Floor



Shops – First Floor



3 PROJECT STATUS

Presently the development of the TFC & CM is in the construction stage. Completion of shops has been proposed in phase 1 execution plan of TFC & CM project, which shall be completed by 31st December 2016.

4 AUTHORITY

National Handlooms Development Corporation Ltd. (NHDC), an implementation agency under Ministry of Textiles, Govt. of India, New Delhi (“**The Authority**”).

5 NOTICE INVITING TENDER (NIT)

The Authority invites sealed tenders in prescribed formats from eligible Applicants (“Applicants”) for leasing of the shops. For the purpose of this tender document, a Business Entity shall mean a proprietorship, a registered partnership firm / a company registered in India under the Companies Act.

6 PRE QUALIFICATION CRITERIA

The applicants shall meet the following requirements through supporting documentation:

- a. Applicants who have existing establishments in Varanasi district or adjoining districts² shall be only eligible to take part in the tender process.
- b. The applicant should have a minimum average annual turnover of INR 50,00,000 (Fifty lakh only) during last three financial years (2013-14 to 2015-16) in specified business/trade of Varanasi region products¹.
- c. The applicant should be in specified business/trade of Varanasi region products³ for the last 3 (three) years from the tender due date.

7 Any applicant, which has earlier been barred by the Authority, or any government entities in India from participating in its projects and the bar subsists as on the Tender Due Date, shall not be eligible to submit a Tender.

8 EARNEST MONEY DEPOSIT (EMD)

Tender should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 25,000/- (Rs. Twenty-five thousand only) in the form of a Demand Draft in favor of the **National Handloom**

² Varanasi district or adjoining districts shall be as specified on page 12.

³ Refer indicative merchandise categories on page 12

Development Corporation Ltd, issued by one of the Nationalized/ Scheduled Banks of India, payable at Lucknow. EMD of successful bidder shall be retained by the Authority till Performance Guarantee is submitted by the bidder.

EMD shall be returned to the unsuccessful Applicants within a period of four (4) weeks from the date of financial bid opening.

EMD shall be forfeited in the following cases:

- a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
- b) if the successful Applicant fails to execute the Lease Agreement within the stipulated time or any extension thereof provided by Authority.

9 PERFORMANCE GUARANTEE

The successful bidder shall have to deposit Interest Free Security Deposit/ Performance Guarantee to the Authority, **for an amount of Rs. 1,00,000/- (Rs. One Lakh only)** in the form of a Demand Draft or Fixed Deposit Receipt in favor of the **National Handloom Development Corporation Ltd**, issued by one of the nationalized/ Scheduled Banks of India, payable at Lucknow. The refundable Interest Free Security Deposit shall be returned only on completion of full tenure of 9 years or as provided above in case licensee opts to exit before the full term from the contract.

Exiting from lease agreement after payment of performance guarantee even without taking possession of built-up shop shall lead to forfeiture of performance guarantee and all other payments made.

In case the lessee causes any physical damages to the property of the Authority or has any undue payments, the Authority shall have discretionary rights to execute the repair of damages and recover the amount from the lessee or adjust the equivalent amount from the submitted security deposit.

10 FRAUD AND CORRUPTION

Client requires that applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the client:

10.1 defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;
- (b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- (c) “collusive practices” means a scheme or arrangement between two or more applicants, designed to influence the action of any party in lease agreement.
- (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a applicant selection process, or affect the execution of a contract; and

10.2 Authority shall reject a tender for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

10.3 Authority shall sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Authority-financed activities if it at any time determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client-financed contract; and

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

11 PREPARATION OF THE TENDER

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

a. Applicant's tender (the tender) shall consist of following 2 (Two) separate sealed envelopes –

Envelope-1 Description of applicant along with eligibility documents.	The envelop shall be enclosed with Form 1, Form 2, Form 3 and Form 4.
Envelope-2 Financial Bid	The envelop shall be enclosed with Form 5 only.

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

c. Both the envelops shall be sealed in a single outer envelope mentioning below

Main Outer Envelope	1. Tender Title 2. Name of applicant 3. Description of Category applied for
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12 Applicants submission for Eligibility

The following documents shall be submitted –

- a) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form 1.
- b) Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying organizations turnover during last three financial years (2013-14 to 2015-16).
- c) Undertaking as per Form 3.
- d) Brief description of Applicant including details of its main lines of Business/ Trade in Form 2.

13 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of tender shall be at the Applicant's own risk.

14 It shall be deemed that prior to the submission of the Tender, the Applicant has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this tender document;

- b. received all such relevant information as it has requested from Authority; and
- c. made a complete and careful examination of the various aspects of the Project.

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

16 SUBMISSION, RECEIPT AND OPENING OF TENDERS

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

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. OVERVIEW OF SELECTION PROCESS

The invitation for bid for shops in each merchandise category shall be evaluated according to prequalification criteria for short listing and price bid of qualified bidder; and the contract shall be awarded solely on the basis of rank and price.

Allocation of Tenant Mix

Category #	Merchandise Category	Total Shop	Shop number and floor
I	Handloom Products	17	(S-001 to S-010) on GF (S-101 to S-107) on FF
II	Handwoven Rugs & Carpets, Durries	6	(S-011 to S-12) on GF (S-108 to S-111) on FF
III	Handicrafts : Wood and lac Turnery, Repousse, wood carving, Gulabi Meenakari - Enamel Work, Zardozi – Gold embroidery, Black pottery, Wood, Stone & Metal Crafts	5	(S-014 to S-015) on GF (S-112 to S-115) on FF

The above category of products should be from Varanasi district or adjoining districts which includes:

- a. Varanasi District
- b. Sant Ravidas Nagar (Bhadohi) District
- c. Jaunpur District
- d. Chandauli District
- e. Mirzapur District

Once applications are received from the interested bidders, a prequalification process would be adopted to shortlist and categorize the applications. Eligibility document shall be checked and successful bidder shall be selected through ranking as per highest rent quoted within individual categories.

Allocation of shops to successful bidders would be done by way of following process:

- a. Successful bidders would be invited to participate in shop allocation process
- b. Shops would be allocated, based on choice made by successful bidder in particular category in descending order of ranking of their bids.

2. From the time the tenders are opened till the time applicants are invited for allocation / handing over process, the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of tenders or recommendation for award of contract may

result in rejection of the applicant's tender.

3. No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of tenders already submitted by the applicant.

4. OPENING AND EVALUATION OF ELIGIBILITY

4.1 Evaluation of Eligibility of the Applicant

- i. Eligibility documents would be checked for adherence with the prescribed criteria.
- ii. By submission of the tender it is deemed that the applicant has accepted all terms and conditions as prescribed in this NIT.

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

4.3 The Successful Applicant(s) shall execute the Lease Agreement within one week of the issue of LoI or within such further time as The Authority may agree in its sole discretion. Agreement shall be signed after receipt of advance lease rent by the Authority and Performance Guarantee in the manner prescribed herein.

5. Prior to evaluation of tenders, The Authority shall determine whether each tender is responsive to the requirements of the tender by opening the Envelop-1. A tender shall be considered responsive only if

- a. It is received by the tender Due Date including any extension thereof;
- b. It is accompanied by the EMD in accordance with the tender document;
- c. It is signed, sealed, bound and marked as stipulated in this tender document;
- d. It contains all the information (complete in all respects) as requested in the tender;
- e. It does not contain any condition or qualification;

6. The Authority reserves the right to reject any tender which is non responsive.

7. The Authority shall evaluate the responsive tenders on the basis of the evaluation criteria and points system specified hereunder.

8. Failure of the Successful Applicant to execute the contract agreement and submit performance guarantee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.

7. Notwithstanding anything contained in this NIT, The Authority reserves the right to accept or reject any Tender, or to annul the bidding process or reject all Tenders, at any time without any liability or any obligation for such rejection or annulment.

8. The lessee shall have to furnish manage, operate, maintain its shop(s) at its own cost.

9. The lessee shall procure and maintain requisite insurance for its shop at its own cost.

10. The lessee shall not store/ sell any illegal/ prohibited products/ items.
11. The lessee shall operate the shops as per applicable laws and obtain required clearances.
12. The lessee shall bear cost to any loss or damage caused to the property by the lessee.
13. In the event of failure by the lessee in adhering one or more mandatory requirements by the applicable laws, NIT & its corrigendum if any, letter of award and the lease agreement, the lease agreement may be decided for termination after providing lessee to represent its case.
14. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.

Bid Document for Leasing of 28 Built-up Shops

At

Trade Facilitation Centre, Varanasi, Uttar Pradesh

(Bid Document Annexure)

Name and address of the Bidder:

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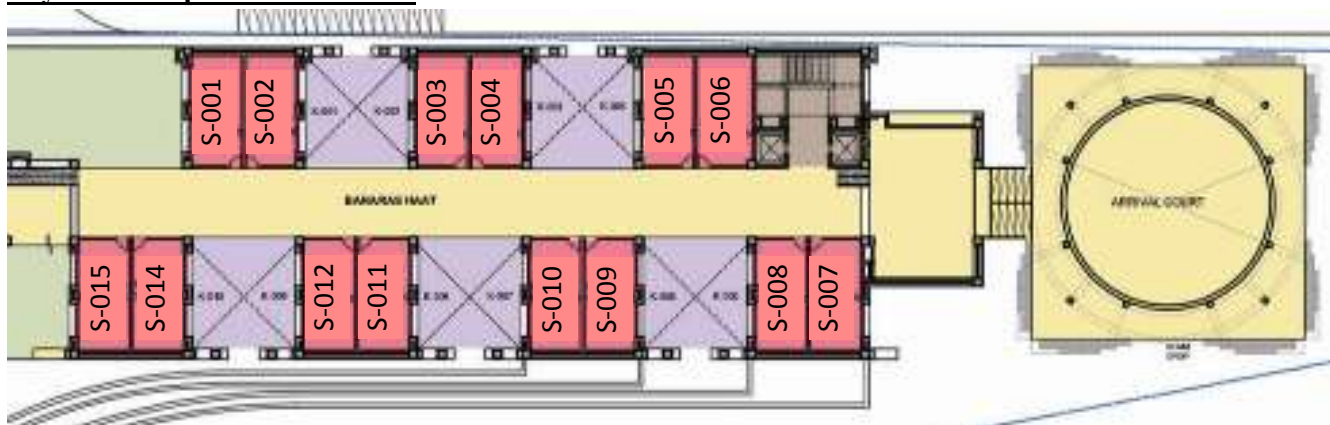
Date

Place.....

Details of 28 Built-up Shops, at Trade Facilitation Centre, Varanasi, Uttar Pradesh available for tender:

Category #	Merchandise Category	Total Shop	Shop number
I	Handloom Products	17	(S-001 to S-010) on GF (S-101 to S-107) on FF
II	Handwoven Rugs & Carpets, Durries	6	(S-011 to S-12) on GF (S-108 to S-111) on FF
III	Handicrafts : Wood and lac Turnery, Repousse, wood carving, Gulabi Meenakari - Enamel Work, Zardozi – Gold embroidery, Black pottery, Wood, Stone & Metal Crafts	5	(S-014 to S-015) on GF (S-112 to S-115) on FF

Layout of Shops – Ground Floor



Layout of Shops – First Floor



Note-1: Total number of Built-up Shops in phase 1 of Trade Facilitation Centre & Crafts Museum, Varanasi project are 28 (twenty-eight), which are being offered for leasing by bid.

Note-2: Area of each shop is tentative 320 Sq. ft. Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area shall be measured and variation of area may occur.

However, the payment of lease rent shall be adjusted on pro rata basis as per the actual area allotted.

Note-3: All built-up shops offered on lease basis are on “as is where is basis”. On this area the selected bidders are expected to carry out all works, as needed for commercial use with respect to merchandise category allocated for the leased shop as indicated in above table.

Note-4: Interest free Performance Guarantee by way of Bank Guarantee or Fixed Deposit Receipt by transfer for an amount of INR 1 lakh shall be deposited as per the schedule indicated in LoI.

Note-5: Parking- The parking facilities provided as part of the overall parking for TFC&CM project may be used.

Form 1

Bid Application Form for Leasing of 28 Built-up Shops at Trade Facilitation Centre, Varanasi, Uttar Pradesh

(On Official letterhead of the Bidder)

No:

Dated:

To,

Sub: Bid for lease rights in Built-Up shops at Phase-1 of Trade Facilitation Centre, Varanasi, Uttar Pradesh

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Lease Rights for commercial activities as per category opted in built-up shop(s) on fixed Lease Rent basis at at Phase-1 of Trade Facilitation Centre, Varanasi, Uttar Pradesh. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Authority shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Lessee for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by Authority; and

(b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with Authority; and

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

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

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

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

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

8. I/ We have studied all the Bid Document carefully and also surveyed the Authority's Shops. We understand that except to the extent as expressly set-forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease Agreement.

9. I/ We shall submit Performance Guarantee to the Authority in accordance with the Bid Document.

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

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

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

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

15. I/ We hereby submit bid document i.e. Bid document and Draft Lease Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

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

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date: _____, Place: _____

FORM -2

DETAILS OF APPLICANT
(On the Letter Head of the Applicant)

1.
 - (a) Name of Applicant
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business, registration no.
 - (d) Sales Tax registration details
 - (e) Pan

2. Details of individual(s) who shall serve as the point of contact / communication for Client with the Applicant:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pin code :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

3. Company/Firm Profile, Locational Presence in India, main Lines of Business/ Trade.

Enclosure: Notarised copy of the following shall be enclosed with this Form:

1. Certificate of Incorporation/ registration
2. Enclose copy of any certification / accreditation / affiliation
3. Self-declarations / undertakings as required by this tender

For and on behalf of
(Name of the Bidder)

Signed
(Name of the Authorized Signatory)

Designation

Place:

Date:

Form - 3
Financial Capacity of the Applicant Firm/ Bidder

S. No.	Financial Year	Annual Revenue (In Crore)
1		
2		
3		
4		
5		

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that _____(Applicant / bidder) has the turnover from products among handloom, handwoven, handicraft products as indicated above.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

Form - 4

DECLARATION CUM UNDERTAKING

(On Letter Head)

To,
Office of Development Commissioner (Handlooms),
Ministry of Textiles,
Udyog Bhawan, New Delhi

I/We hereby declare that

- a) It is hereby declared that I/We have submitted tender under only 1 (One) category as specified in the tender. I/We as aware that submission of multiple bids shall lead to our disqualification from tender participation and would result in rejection of all the bids submitted by us.
- b) I/We hereby confirm that we have never been blacklisted or terminated by any client in India
- c) I/We hereby confirm that I/We shall not sub-lease the whole or any portion of the shop or permit any other party to occupy or conduct business on any portion of the shop in any circumstances.
- d) I/We hereby confirm and submit that no pending criminal cases with police and judiciary.

Submission of above undertakings is mandatory

Signature of the applicant

Form 5
Financial Bid Statement

I/We hereby offer to take the built-up shop on lease basis for below-mentioned category selected by me/us as per details indicated in Annexure-1, measuring approximately 320 sq.ft (carpet area) at phase-1 of Trade Facilitation Centre, Varanasi, Uttar Pradesh:

Category	Tick the applied category
Category I- Handloom Products	
Category II - Handmade Rugs & Carpets, Durries	
Category III - Handicraft Products	

- a) I/we shall pay to Authority a Lease rent of Rs. _____ (in figures) (rupee _____) (in words) per sq.ft per month plus service tax as applicable for the leased built-up Shop payable on yearly basis as per terms and conditions mentioned in the NIT.
- b) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) I/We shall also pay the other utility charges like electricity, water, chiller, etc.
- d) All stamp duties for registration of built-up shop is required to be executed for Lease agreement in pursuance of this Bid and that shall be borne by Lessee.
- e) The final lease rent shall be worked out on the basis of actual carpet area handed over as per actual measurement. Carpet area is the area worked out, measuring the internal dimension of the leased built-up shop.
- f) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the bid document, and after careful assessment of the shops offered, all risks and contingencies and all other conditions that may affect the financial bid.
- g) I/We agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Authorized signatory

Name & Seal of the Bidder

Name: _____

Designation: _____

Company Name: _____

Address: _____

Tel _____

Format for

Power of Attorney of Bidder

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our **Bid for lease rights in Built-Up shop at Phase-1 of Trade Facilitation Centre, Varanasi, Uttar Pradesh**, including signing and submission of all documents and providing information/ responses to the Authority, representing us in all matters before Authority, and generally dealing with Authority in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____,

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2 It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.

List of Abbreviations used in the Bid Document

1. NIT: Notice Inviting Tender
2. AoA: Article of Association
3. BAF Bid Application Form
4. CAM: Common Area Maintenance
5. DD: Demand Draft
6. EMD: Earnest Money Deposit
7. GOI Government of India
8. KVA: Kilo Volt Ampere
9. KW: Kilo Watt
10. LR: Lease Rent
11. LOI: Letter of Intent
12. MoA: Memorandum of Association
13. MoU: Memorandum of Understanding
14. OMC: Other Maintenance Charges
15. PAN Permanent Account Number
16. PO: Pay Order
17. PoA: Power of Attorney
18. Rly.: Railway
19. PG: Performance Guarantee
20. Sq.ft: Square feet
21. ST: Service Tax
22. TAN Tax Account Number

Draft Lease Agreement

Draft Lease Agreement shall be uploaded in the website 10 days before proposal due date.