## RESPONSE TO QUERIES OF PRE-BID CONFERENCE HELD ON 7thDECEMBER 2017 and AMENDMENTS ON REQUEST FOR PROPOSALS (RFPs) FOR LICENSING OF 28 SHOPS, 51 MARTS, FOOD COURT, 02 RESTAURANTS, 01 BANK SPACE IN DEENDAYAL HASTKALA SANKUL (TRADE CENTRE & MUSEUM), VARANASI

Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's Response
	Request for Proposal (RFP) for Licensing of 28 Shop	S
The License period for Built-up-Shop shall be for one (1) year term from commencement date. Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions. After completion of one (1) year of License, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space.	License period of Shop Participant 1: The time span of the rental spaces should be increased for Shops; minimum 05 (five) years. Everything is dependent on the footfalls onsite. With an overall present setup, the minimum time span of 02 (two) years is needed to establish the products/services with a brand equity of a particular sector; and then minimum 05 (five) years are required to get a proper return/yields with profit towards the money/capital invested on the infrastructures created, thereupon. The lesser time on allocations will not be a justice done to the investments. Participant 2: License Period: This should be enhanced as below, as it will take about two years to popularise the centre and return on investment for licensees may start accruing afterwards: Shop 07 (years)	<ul> <li>Point No:30 of Term Sheet on page 10 of the RFP stands amended a below:</li> <li>The License period for Built-up-Shop shall be initially for one (1) year terr from commencement date and thereafter on approval of Licensor extendable by two consecutive terms of one (1) year each, with 5% annual escalation i License Fee every year.</li> <li>Post completion of License Period the Interest free Security Deposit will b refundable after deduction of applicable dues/arrears/damages etc, and a per agreement conditions.</li> <li>After completion of total three (3) years of License including aforementione extensions or upon termination, the Licensee shall not reserve any rights to the allotted licensed space. The Licensor shall have right to call for frest proposal for the Licensed space.</li> </ul>
Point No:7 of Term Sheet on page 07 of the RFP <u>Eligibility Criteria</u> Applicant should have existing establishment in Varanasi or adjoining districts comprising of Varanasi District, Sant Ravidas Nagar (Bhadohi) District, Jaunpur District, Chandauli District, Mirzapur District and Ghazipur District.	Amendment	Point No:7 of Term Sheet on page 07 of the RFP shall stand amender as below: <u>Eligibility Criteria</u> Applicant should have existing establishment in Varanasi or any of the si (06) revenue divisions as specified in amended point no: 23 of term sheet. (please refer amendment point no: 3 below)
Point No:23 of Term Sheet on page 09 of the RFP Varanasi and adjoining districts a. Varanasi District, b. Sant Ravidas Nagar (Bhadohi) District, c. Jaunpur District, d. Chandauli District, e. Mirzapur District, and f. Ghazipur District	Amendment	Point No:23 of Term Sheet on page 09 of the RFP and all related clause in this RFP, shall stand amended as below: Varanasi or adjoining districts where ever mentioned in this RFP, sha comprise of below mentioned six (06) revenue divisions:         1.       Mirzapur       2.       Varanasi       3.       Azamgarh         a.       Mirzapur       a.       Varanasi       a.       Azamgarh         b.       Sonbhadra       b.       Jaunpur       b.       Mau         c.       Bhadohi       c.       Gazipur       c.       Ballia         4.       Faizabad       5.       Basti       6.       Gorakhpur         a.       Faizabad       a.       Basti       a.       Gorakhpur         b.       Sultanpur       b.       Sant Kabir       b.       Deoria
	<ul> <li>Point No:30 of Term Sheet on page 10 of the RFP The License period for Built-up-Shop shall be for one (1) year term from commencement date.</li> <li>Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.</li> <li>After completion of one (1) year of License, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space.</li> <li>Point No:7 of Term Sheet on page 07 of the RFP Eligibility Criteria Applicant should have existing establishment in Varanasi or adjoining districts comprising of Varanasi District, Sant Ravidas Nagar (Bhadohi) District, Jaunpur District.</li> <li>Point No:23 of Term Sheet on page 09 of the RFP Varanasi and adjoining districts a. Varanasi District, b. Sant Ravidas Nagar (Bhadohi) District, c. Jaunpur District, d. Chandauli District, e. Mirzapur District, and</li> </ul>	Request for Proposal (RFP) for Licensing of 28 Shop           Point No:30 of Term Sheet on page 10 of the RFP           The License period for Built-up-Shop shall be for one (1)           year term from commencement date.           Post completion of License Period the Interest free           Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.           After completion of one (1) year of License, the allottee shall not reserve any rights to the allotted space. The License space.           License dspace.           Point No:7 of Term Sheet on page 07 of the RFP Eligibility Criteria           Applicant should have existing establishment in Varanasi or adjoining districts comprising of Varanasi District, Chandauli District, Mirzapur District, ad           Point No:23 of Term Sheet on page 07 of the RFP Eligibility Criteria         Amendment           Applicant should have existing establishment in Varanasi or adjoining districts comprising of Varanasi District, Launpur District, d. Chandauli District, and         Amendment

S.N	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's Response
		Request for Proposal (RFP) for Licensing of 51 Mart-cum-Off	ce spaces
5.	Point No:30 of Term Sheet on page 9 of the RFP The License period shall be for three (03) years term from commencement date. Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions. After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space.	License period of Mart Participant 1: The time span of the rental spaces should be increased for Marts – minimum 07 (seven) years. Participant 2: License Period: This should be enhanced as below: Mart 10 (years)	<ul> <li>Point No:30 of Term Sheet on page 9 of the RFP stands amended as below:</li> <li>The License period shall be initially for three (03) years term from commencement date and thereafter, on approval of Licensor, extendable further for another term of three (3) years. An annual escalation of 5% on License Fee shall be applicable every year.</li> <li>Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.</li> <li>After completion of total six (06) years of License including aforementioned extension or upon termination, the Licensee shall not reserve any rights to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensee space.</li> </ul>
6.	Point No:7 of term sheet on page 7 of the RFP Eligibility Criteria Applicant should have Min. avg. annual turnover of INR 40 Lakh during last 3 financial years in specified business/ trade of Varanasi region products for the last 3 (three) years.	Eligibility Criteria Marts - Average annual turnover should be Rs. 25 Lakhs for last three financial years	Point No:7 of term sheet on page 7 of the RFP stands amended as below: Eligibility Criteria Applicant should have Min. avg. annual turnover of INR 25 Lakh during last 3 financial years in specified business/ trade of Varanasi region products for the last 3 (three) years.
7.	Point No:23 of Term Sheet on page 09 of the RFP Varanasi and adjoining districts (Varanasi Region) a. Varanasi District, b. Sant Ravidas Nagar (Bhadohi) District, c. Jaunpur District, d. Chandauli District, e. Mirzapur District, and f. Ghazipur District	Amendment	Interact of (Intec) years.         Point No:23 of Term Sheet on page 09 of the RFP and all related clauses in this RFP, shall stand amended as below:         Varanasi or adjoining districts where ever mentioned in this RFP, shall comprise of below mentioned six (06) revenue divisions:       3.       Azamgarh         1.       Mirzapur       a.       Varanasi       a.       Azamgarh         a.       Mirzapur       a.       Varanasi       a.       Azamgarh         b.       Sonbhadra       b.       Jaunpur       b.       Mau         c.       Bhadohi       c.       Gazipur       c.       Ballia
		ed spaces provided below in this document from point 20 to 3	4.Faizabad5.Basti6.Gorakhpura.Faizabada.Bastia.Gorakhpurb.Sultanpurb.Sant Kabirb.Deoriac.AmbedkerNagarc.Siddharthd.d.AmethiNagarNagard.Kaushambie.BarabankiSant kabirBarabankiAmethiAmethi

S.N	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's Response
		Request for Proposal (RFP) for Licensing of Food Co	urt
9.	Point No:28 of Term Sheet on page 9 of the RFP The License period shall be for five (5) years term from commencement date. Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions. After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space 	License period of Food Court Participant 1: The time span of the rental spaces should be increased for Food courts – minimum 07 (seven) years. Participant 2: License Period: This should be enhanced as below: Food Court 07 (years)	<ul> <li>Point No:28 of Term Sheet on page 9 of the RFP stands amended as below:</li> <li>The License period shall be initially for five (05) years term from commencement date and thereafter, on approval of Licensor, extendable further for another term of five (05) years. An annual escalation of 5% on License Fee shall be applicable every year.</li> <li>Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.</li> <li>After completion of total ten (10) years of License including aforementioned extensions or upon termination, the Licensee shall not reserve any rights to the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensee space.</li> </ul>
10.	Point No:6 of term sheet on page 7 of the RFP Applicant should have minimum average annual turnover of INR 50 lakhs during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.	Eligibility criteria to be relaxed. Average turnover should be Rs. 40 Lakhs for last three financial years	Point No:6 of term sheet on page 7 of the RFP stands amended as below: Applicant should have minimum average annual turnover of INR 40 lakhs during the last three financial years from any of the eligible businesses, namely, catering, hotels, restaurants, cafes, takeaways, canteens, event planning & management and theme parks.
11.	Point No:21 of Term Sheet on page 08 of the RFP Varanasi and adjoining districts (Varanasi Region)	Amendment	Point No:21 of Term Sheet on page 08 of the RFP stands amended and shall be read same as amendment in point no: 3 above.
12.		ed spaces provided below in this document from point 20 to	32.
		Request for Proposal (RFP) for Licensing of Restaura	ant
13.	The License period shall be for <b>five (5) years</b> term from commencement date. Post completion of License Period the Interest free Security Deposit will be refundable after deduction of	Amendment	Point No:28 of Term Sheet on page 9 of the RFP stands amended as below: The License period shall be initially for five (05) years term from commencement date and thereafter, on approval of Licensor, extendable further for another term of five (05) years. An annual escalation of 5% on License Fee shall be applicable every year.
	applicable dues/arrears/damages etc, and as per agreement conditions. After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space.		Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions. After completion of total ten (10) years of License including aforementioned extensions or upon termination, the Licensee shall not reserve any rights to

S.N	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's Response
			the allotted licensed space. The Licensor shall have right to call for fresh proposal for the Licensed space.
14.	Varanasi and adjoining districts (Varanasi Region)	Amendment	Point No:21 of Term Sheet on page 08 of the RFP stands amended and shall be read same as amendment in point no: 3 above.
15.	Please also refer common points to all RFP's for licens	ed spaces provided below in this document from point 20 to	32.
		Request for Proposal (RFP) for Licensing of Bank Spa	ace
	Point No:25 of Term Sheet on page 9 of the RFP The License period shall be for five (9) years term from commencement date. Post completion of License Period the Interest free	License period of Bank space Participant 1: During the pre-bid meeting held at the said venue on 07/12/2017 it was transpired that the maximum lease period is fixed for 9 years for Bank premises. In this context, we would like to	Point No:25 of Term Sheet on page 9 of the RFP stands amended as below: The License period shall be for twelve (12) years term from commencement date. An annual escalation of 5% on License Fee shall be applicable every year.
	Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.	request you to extend the lease period upto 15 years for our administrative convenience. <b>Participant 2:</b>	Post completion of License Period the Interest free Security Deposit will be refundable after deduction of applicable dues/arrears/damages etc, and as per agreement conditions.
	After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space.	The time span of the rental spaces should be increased for Banks – minimum 15 (fifteen) years. Participant 3: License Period: This should be enhanced as below: Bank 15 (years)	After completion of License Period, the allottee shall not reserve any rights to the allotted space. The Licensor shall have right to call for fresh proposal for the Licensed space.
17.	Point 25 of term sheet on page 9 of the RFP Licensee shall be allowed to undertake required fit-out works including setting up of strong room in Licensed premises as required for bank operations. Licensee shall undertake such temporary fit-outs works on its own cost.	Cost of temporary fit-out work. Who will bear the cost of modifications and fit-outs in the Bank Space. Can strong room be built in the premises and will the cost be incurred by the Licensee?	It is mentioned in Point 25 of term sheet on page 9 of the RFP, that the Licensee shall undertake required fit-outs and built strong room at their own cost. No change in Point 25 of term sheet of RFP.
18.	Form – 3, Financial Bid Statement, page 27 of RFP	Payment of GST	As per Financial Bid Statement (Form – 3), page 27 of RFP, taxes are to be
	a) I/we shall pay to Licensor a License fee of <b>Rs</b> (in figures) (rupee) (in words) <b>per sq.ft per month</b> plus taxes as applicable for the Licensed built-up Bank space payable in advance before signing License Agreement as	Should GST be included in the quotation?	paid by Licensee in addition to License fee. No change in Form -3, of RFP.
	per terms and conditions mentioned in the RFP.		
19.		ed spaces provided below in this document from point 20 to	32.
		Common Points for all Licensed Spaces	
20.	"The Licensor" means President of India, through Development Commissioner (Handlooms), Ministry of Textiles, Government of India.	Amendment in RFP's	"The Licensor" means President of India, through Development Commissioner (Handicrafts), Ministry of Textiles, Government of India. All related clauses shall stand amended accordingly.

S.N	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's Response
21.	Submission of Security Deposit (SD) Successful Applicant shall submit Security Deposit (SD)	Submission of Security deposit Participant 1:	Submission of Security Deposit (SD) stands amended as below: Successful Applicant shall submit Security Deposit (SD) equivalent to 06
	equivalent to 06 months of License Fee.	Security Deposit: Licensee should be given option of providing Security Deposit either in form of Fixed Deposit or by Bank	months of License Fee.
	SD shall be submitted through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.	Guarantee. The Licenser is fully secured either way. Licensee will not have his working capital tied up unproductively especially when it is non-interest bearing.	SD shall be submitted through Demand Draft/ Banker's Cheque/ <b>Bank</b> <b>Guarantee in the name of Licensor</b> / RTGS/NEFT to the bank account as per bank details provided in the term sheet.
	Security Deposit should remain valid for a period of sixty days beyond the date of expiry of License period. SD to be submitted by the Applicant before signing of License agreement. SD shall not bear any interest payable by the Authority/Licensor to the successful Applicant/licensee.	<b>Participant 2:</b> The government should take security deposits equals to six months of licence fee in the form of banks fixed/term deposits only, issued to the aspirants pledged to the department. This way the aspirants will not loose interest on the money deposited towards the security.	Security Deposit should remain valid for a period of sixty days beyond the date of expiry of License period. SD to be submitted by the Applicant before signing of License agreement. SD shall not bear any interest payable by the Authority/Licensor to the successful Applicant/licensee.
22.	Conversion factor for Licensed area	Clarification on conversion factor for Licensed area	Conversion factor considered for area conversion between square meter (sqm) and square feet (sqft) shall be as under: <b>1 sqm = 10.76 sqft</b> or <b>1 sqft = 0.093 sqm</b>
23.	Common Area Maintenance (CAM)	In the initial years as the occupants would be less the individual	Common Area Maintenance (CAM) charges shall stand amended as
	CAM charge will be Rs. 53.80 per sq.m per month (i.e Rs.	maintenance charges would be very high for occupants. Hence	below:
	5 per Sq Ft) of licensed space (i.e super built up area) for the first year and will be charged as Per Actual from subsequent years.	at least for 02 years, maintenance should be borne by the Authority/MoT.	CAM charge will be capped at Rs. 53.80 per sq.m (i.e Rs. 5 per Sq Ft) per month on licensed space till end of financial year 2018-19 i.e. till 31 <sup>st</sup> March 2019 and will be charged "As Per Actual" for subsequent years thereafter.
	Electricity charges to be payable as per actual consumption of individual licensee.		Electricity charges to be payable as per actual consumption of individual licensee.
24.	Financial Bid Statement	License fee on carpet area basis	No change in RFP terms
	a) I/we shall pay to Licensor a License fee of $\ensuremath{\text{Rs.}}$	Desweet to charge Dent / license for calculated an experience	For better understanding of all bidders, clarity on Carpet area, loading factor
	(in figures) (rupee) (in words) <b>per</b> <b>sq.ft per month</b> plus taxes as applicable for the Licensed	Request to charge Rent / license fee calculated on carpet area of the Licensed space instead of super built-up area	and super built-up area of individual licensed spaces have already been provided in respective RFP's.
	built-up Mart cum Office space payable in advance before		Bidders are requested to provide their bids on super built-up area only.
	signing License Agreement as per terms and conditions mentioned in the RFP.		
25.	Last date of sending queries	Last date for submission of queries should be extended to 12 <sup>th</sup> December 2017.	Accepted
26.	Last date and time of Submission of Sealed Proposals (Proposal Due Date) 22nd December 2017, 1200 Hrs (12:00 Noon)	Amendment	Last date and time of Submission of Sealed Proposals (Proposal Due Date) has been amended, and is mentioned below: 18th January 2018, 1700 Hrs (05:00 Pm)
			Sealed proposals can be submitted on all working days from 10:00 am to 5:00 Pm till proposal due date, in the <b>Proposal Drop Box</b> placed at

S.N	Provisions as per Request for Proposal (RFP)	Queries/Suggestions raised by participants	Authority's Response
			<b>Mart No: MG-01</b> at Ground Floor of Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.
27.	Date of opening of proposal by Bid opening committee 22nd December 2017, 1300 Hrs (01:00 Pm) Venue: Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.	Amendment in line with point 21 above	Date of opening of proposal by Bid opening committee 19th January 2018, 1200 Hrs (12:00 Noon) Venue: Trade Centre (Office) Block, Deendayal Hastkala Sankul (Trade Centre & Museum), Bada Lalpur, Varanasi.
28.	Financial bid and selection	As reserve price is not disclosed, so will single bid for one license space be accepted.	As per GFR 173 Authority may accept single bid above approved reserve price. As per Section 2 of respective RFP's, Authority shall reserve the rights to ascertain the minimum reserve price for License space and accept only those bids which are above minimum reserve price.
29.	Catering in Sankul	Rights for catering in the events may limited to Food Court and Restaurant operators of the Sankul.	Licensor would include a clause in the terms in booking form for convention hall and exhibition spaces, limiting rights for catering in the events organized in these areas, to the licensees of Food Court and Restaurant.

# Additional Mandatory Requirements

Applicable Licensed Space	Additional Mandatory Requirements			
Shops and Marts	Bidders	Bidders are instructed to submit following additional undertaking mandatorily along with their proposal (in Envelop 1):		
	The required undertaking by bidders for Licensing of Shops and Marts that 'only handmade products are displayed and sold by the Lessee in the allotted 'Licensed area' and 'Lessee shall adhere to the Disaster Management Protocol' is as per attached Annexure I.			
Food Court. Restaurant and Bank	Bidders	Bidders are instructed to submit following additional undertaking mandatorily along with their proposal (in Envelop 1):		
Space				
	The requ	The required undertaking by bidders for Licensing of Food Court, Restaurant and Bank space that 'Lessee shall adhere to the Disaster Management Protocol'		
	is as per attached Annexure II.			
Bank Space	Additional term in the Term Sheet of the RFP for Licensing of Bank space has been added as follows:			
	S.N. Description			
	40	Mandatory service	Apart from providing core banking services and related operations including ATM, the Licensee must provide foreign currency exchange services at the Licensed space for the Bank.	
	Food Court, Restaurant and Bank Space	Food Court, Restaurant and Bank Space Bank Space Bank Space Bank Space	Food Court, Restaurant and Bank       Bidders are instructed to sub         Space       The required undertaking by bid         Bank Space       Additional term in the Term She         S.N.       Description	

#### Annexure I

## **Declaration cum Undertaking**

(on letter head of Applicant)

Τo,

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

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

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

Signature of Applicant

Date: \_\_\_\_\_

#### Annexure II

## **Declaration cum Undertaking**

(on letter head of Applicant)

Τo,

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

I/We hereby declare that, in case we are allotted the Licensed space, I/we shall adhere to the 'Disaster Management Protocol',

Signature of Applicant

Date: \_\_\_\_\_