

Volume 2

**REQUEST FOR PROPOSAL FOR SELECTION OF
CONCESSIONAIRE FOR COMPREHENSIVE
MANAGEMENT AND OPERATION OF TRADE
FACILITATION CENTRE COMPLEX (EXCLUDING
CRAFTS MUSEUM), VARANASI**

REQUEST FOR PROPOSAL

For

Selection of Agency for “Comprehensive Management and Operation of
Trade Facilitation Centre Complex (except Crafts Museum)

At Varanasi, Uttar Pradesh
on Concessionaire model”

MINISTRY OF TEXTILES

Udyog Bhawan, New Delhi – 110 011

July 2017



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NHDC also accepts no liability of any nature whether resulting from negligence or otherwise Howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

NHDC may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

NHDC may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

NHDC reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that NHDC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be. NHDC reserves the right to reject all or any of the Bidders or Bids/Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and NHDC shall not be liable in any manner whatsoever for the

same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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NOTICE INVITING PROPOSAL (Online)

National Handloom Development Corporation Ltd. (NHDC), an implementing agency for Trade Facilitation Centre (TFC) and Crafts Museum (CM) at Varanasi, appointed by Ministry of Textiles, Government of India, invites online proposals from all interested Bidders for **‘Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh, from Public/Private Sector Operators on Concessionaire Model.**

Indicative Scope:

The Comprehensive Management and Operation of Trade Facilitation Centre Complex at Varanasi (TFC) (except Crafts Museum), Uttar Pradesh on concessionaire model would, inter-alia, include undertaking marketing and promotion, management and operations of TFC, housekeeping, security and facility management, facilitating leasing of designated spaces, organizing events, exhibition spaces, convention hall, guest rooms, dormitories etc. initially for a period of 15 years.

Eligibility:

The firm should meet the following requirement:

- a. **Lead Member should be Registered under the Companies Act 1956/2013;** with min. 3-year experience in hospitality / MICE (Meeting, Incentives, Conference, Exhibitions/ Events) sectors.;
- b. Sole bidder or Lead member shall have experience of successfully executing min. one (01) assignment/facility including its **operation, management, marketing and promotions** in hospitality/ convention center/ trade fair/ MICE facility for min. for at least one (01) year (as on date of issue of RFP) and covering at least 10,000 sqm area;
- c. Sole bidder or consortium (maximum 3 members) shall have experience of executing min. one (01) assignment/facility including its **operations and facility management** in hospitality/ convention center/ trade fair/ MICE facility for min. for one (01) year (as on date of issue of RFP) and covering at least 10,000 sqm area;
- d. Sole bidder or Lead member with aggregate turnover of not less than Rs.10 crores & a net worth of not less than Rs. 3 crores for last three financial years (2013-14,2014-15 & 2015-16). Lead member to maintain min. 51% stake in consortium and shall be liable to the Authority for every aspect of their proposal, contract etc.
- e. Bidders should have earned profits in following three financial years (2013-14,2014-15 & 2015-16).

1. The detailed Request for Proposal (Volume 1) document along with Project Information Memorandum (Volume 2) can be downloaded from <https://eprocure.gov.in/eprocure/app>, www.nhdc.org.in and www.handlooms.nic.in from **14th July 2017** onwards till **04th August 2017**.
2. To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled as per dates specified in the critical date sheet below, in the office of **Development Commissioner (Handlooms), Ministry of Textiles, Udyog Bhawan, New Delhi**.
3. Duly completed proposal along with other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in RFP must be submitted online latest by date and time as specified in the critical date sheet below. For details please refer the RFP documents.
4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the “Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> and in the Clause 1.4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Bidders shall not tamper/modify the tender form including downloaded financial bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handlooms.
6. Intending tenderers are advised to visit National Handloom development Corporation’s website www.nhdcltd.co.in and CPPP site <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Critical Date Sheet

1	Published Date	13 th July 2017
2	RFP document Download Start Date and Time	13 th July 2017 at 1700Hrs
3	Pre Bid Meeting Date and Time	24 th July 2017, 1200 Hrs
4	Proposal Submission Start Date and Time	26 th July 2017, 1800 Hrs
5	Proposal Submission End Date and Time	04 th August 2017, 1700 Hrs
6	Technical Proposal Opening Date and Time	08 th August 2017, 1200 Hrs

Contact:

Additional Development Commissioner for Handlooms, Ministry of Textiles, Room No – 57, Udyog Bhawan, New Delhi

E-mail: kumarar@gov.in and tender@nhdc.org.in ; Ph: 011-23062402

TERM SHEET

S. N.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model.
2.	Concession Period	The concession period for management and operation of the Trade Facilitation Centre Complex is 15 years .
3.	Name of the Client (Authority)	National Handloom Development Corporation Ltd. (NHDC)
4.	Cost of Proposal document	Not Applicable
5.	Downloading of RFP Documents	13 th July 2017 to 4 th August 2017 Bidders can download the RFP document from https://eprocure.gov.in/eprocure/app , www.nhdc.org.in and www.handlooms.nic.in
6.	Pre Bid Meeting	Date: 24 th July 2017 Time: 12:00 Hrs Venue: Office of Development Commissioner for Handlooms, Ministry of Textiles, Udyog Bhawan, New Delhi Contact Person: Mr. Anil Raj Kumar (ADC(HL)) Contact Number: 011-23062402 <i>Bidders may confirm their participation in the pre-bid meeting to the above person.</i>
7.	Last date and time of sending queries	Date: 21 st July 2017 Time: 14:00 Hrs
8.	Authority's response to queries by	Date: 26 th July 2017 Response to all the queries shall be uploaded on https://eprocure.gov.in/eprocure/app , www.nhdc.org.in and www.handlooms.nic.in
9.	Last date and time of	Date: 4 th August 2017

	Submission of Online Proposal (Proposal Due Date)	Time: 1700 Hrs <i>Bidders are requested to refer Clause 1.4.7 for details and instructions.</i>
10.	Date of opening of Technical Proposal	Date: 8 th August 2017 Time: 1200 Hrs <i>Bidders are requested to refer Clause 1.4.9 for details and instructions.</i>
11.	Date of opening of Financial Proposal	Date: to be communicated later Time: to be communicated later Financial Proposal of technically qualified bidders will only be opened and evaluated. Bidders quoting highest Annual Concession Fee i.e H1 for Year 1; among technically qualified bidders shall be identified as selected bidder. <i>Bidders are requested to refer Clause 1.4.9</i>
12.	Letter of Award (LoA) to selected Bidder	Date: to be communicated later
13.	Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information.
14.	Scope of work, Obligations of Agency and Authority, for the assignment:	As detailed in TOR (Section 3)
15.	Selection process	As detailed in clause 1.3.1
16.	Fixed Parameter	As detailed in TOR (Section 3)

17.	Variable Parameter	<p>Annual Concession Fee quoted by the Bidder to be paid to the Authority, above base value of INR (1) One Crore (Minimum Reserved Annual Concession Fee).</p> <p>Following escalation shall apply to Annual Concession Fee to be paid by Concessionaire:</p> <table border="1" data-bbox="670 432 1409 1003"> <thead> <tr> <th data-bbox="670 432 914 533">Year from agreement date</th> <th data-bbox="914 432 1409 533">Annual Escalation factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="670 533 914 596">1st – 3rd Year</td> <td data-bbox="914 533 1409 596">No escalation</td> </tr> <tr> <td data-bbox="670 596 914 697">4th – 6th Year</td> <td data-bbox="914 596 1409 697">15% on quoted Annual Concession Fee</td> </tr> <tr> <td data-bbox="670 697 914 798">7th – 9th Year</td> <td data-bbox="914 697 1409 798">30% on quoted Annual Concession Fee</td> </tr> <tr> <td data-bbox="670 798 914 898">10th – 12th Year</td> <td data-bbox="914 798 1409 898">50% on quoted Annual Concession Fee</td> </tr> <tr> <td data-bbox="670 898 914 1003">13th – 15th Year</td> <td data-bbox="914 898 1409 1003">75% on quoted Annual Concession Fee</td> </tr> </tbody> </table>	Year from agreement date	Annual Escalation factor	1 st – 3 rd Year	No escalation	4 th – 6 th Year	15% on quoted Annual Concession Fee	7 th – 9 th Year	30% on quoted Annual Concession Fee	10 th – 12 th Year	50% on quoted Annual Concession Fee	13 th – 15 th Year	75% on quoted Annual Concession Fee
Year from agreement date	Annual Escalation factor													
1 st – 3 rd Year	No escalation													
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7 th – 9 th Year	30% on quoted Annual Concession Fee													
10 th – 12 th Year	50% on quoted Annual Concession Fee													
13 th – 15 th Year	75% on quoted Annual Concession Fee													
18.	Banned List/Prohibited Activities	Bidders are requested to refer Clause 2.9 of Section 2 for details and instructions.												
19.	Implementation Process	<p>The date on which the Concession Agreement will be signed between NHDC and Selected Bidder will be identified as the ‘Commencement Date’;</p> <p>The Concessionaire will be granted a 4 months ‘free of charge’ mobilization period from the date of signing the Concession Agreement. The completion of such 4 months period will be identified as the ‘Effective Date’;</p> <p>The Concessionaire will have to pay the Annual Concession Fee in advance at the beginning of each year, starting from the ‘Effective Date’;</p> <p>After end of the 15 years Concession Period, the Concessionaire will be provided a 4 months period to withdraw their movable assets from the site and complete the handover of assets back to the Authority, after due approval by Authority.</p> <p><i>Bidders are requested to refer clause 1.8</i></p>												
20.	Earnest Money Deposit (EMD)/Security Deposit	The Bidder must submit an EMD of Rs. 1,00,000/- (Rupees One lakh only) in Indian Rupees in the form of a Demand												

	requested:	<p>Draft drawn in favour of : National Handloom Development Corporation Ltd, issued by one of the Nationalized/ Scheduled Banks of India, payable at Greater Noida.</p> <p>The EMD shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) for “Proposal for Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on concessionaire model”</p> <p>Behind the Demand draft bidders shall write the name of bidding entity and contact number of the representative.</p> <p>Original EMD should reach the following address on or before proposal due date and time as specified in this term sheet:</p> <p>National Handloom Development Corporation, Wegmans Business Park, Tower 1, 4th Floor, Sector Knowledge Park – 3, Surajpur Kasna Road, Greater Noida – 201306</p>
21.	Performance Security requested (applicable to Selected Bidder)	<p>The Selected Bidder must submit Performance Security of Rs. 1,00,00,000/- (Rupees One crore only) in Indian Rupees in the form of a Demand Draft/Bank Guarantee drawn in favour of the National Handloom Development Corporation Ltd, issued by one of the Nationalized/ Scheduled Banks of India, payable at Greater Noida.</p> <p>Selected Bidder is required to submit Performance Security along with Signing of Concession Agreement (CA).</p> <p>Performance Security submitted by the Concessionaire shall be forfeited if the concessionaire fails to commence operations/ pay the advance of 1st year on the effective date.</p> <p><i>Bidders are requested to refer Clause 1.9. for details and instructions.</i></p>
22.	Asset Security (applicable to Selected Bidder)	<p>The Selected Bidder must submit Asset Security of Rs. 5,00,00,000/- (Rupees Five crore only) in Indian Rupees in the form of a Demand Draft/Bank Guarantee drawn in favour of the National Handloom Development Corporation Ltd, issued by one of the Nationalized/ Scheduled Banks of India, payable at Greater Noida.</p> <p>Selected Bidder is required to submit Asset Security along</p>

		<p>with Signing of Concession Agreement (CA).</p> <p>If any loss incurs during tenure, to any movable/ immovable properties of the TFC, cost of same will be borne by Concessionaire. In case Concessionaire does not rectify damages, same shall be recovered from Asset Security deposited by Concessionaire.</p> <p><i>Bidders are requested to refer Clause 1.10 for details and instructions.</i></p>
23.	Name(s), address(es), and telephone numbers of the official(s):	<p>Mr. Anil Raj Kumar</p> <p>Additional Development Commissioner for Handlooms, Ministry of Textiles, Room No – 57, Udyog Bhawan, New Delhi</p> <p>Contact Number: 011-23062402</p>
24.	Name and Address where queries/correspondence concerning this Request for Proposal is to be sent.	<p>Name : Shri Anil Rajkumar, ADC (H/L)</p> <p>Contact Number: 011-23062402</p> <p>E-mail: kumarar@gov.in and tender@nhdc.org.in;</p> <p><i>Bidders are instructed to send all email communications to the above mentioned addresses only.</i></p>
25.	Submission of Proposal	<p>Proposals shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app</p>
26.	Validity of Proposal	<p>Proposals must remain valid for one hundred eighty (180) days after the submission date, i.e.,</p> <p><i>Bidders are requested to refer Clause 1.3.8 for details and instructions.</i></p>
27.	Language(s) of the submitted proposals:	English
28.	Taxes	As per Clause no 1.3.16
29.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
30.	Consortium Agreement	<p>A maximum of three (3) consortium member are allowed with lead member maintaining min. 51% stake in consortium.</p> <p>In case the Bidder is a Consortium, the Bidder shall meet all the provisions specified in Clause 1.3.4</p>
31.	Selection Criteria for Pre-	<i>Bidders are requested to refer Clause 1.3.3 & 1.4.4 for</i>

	Qualification (eligibility)	<i>details and instructions.</i>
32.	Evaluation Criteria for Technical Proposal	<i>Bidders are requested to refer Clause 1.5</i>
33.	Annual Concession Fee (ACF)	<p>Highest Annual Concession Fee for Year 1; quoted by the selected bidders to be paid to the Authority.</p> <p>The Annual Concession Fee shall be paid in INR in advance at least (10) ten days before beginning of each particular year.</p> <p>Reconciliation of payments, dues, refunds, adjustments will be done on annual basis.</p>
34.	Signing of Concession Agreement (CA)	Within ten (10) days from issue of LOA
35.	Commencement of Agreement:	On signing of Concession Agreement (CA)
36.	Mobilization Period:	4 months from signing of CA
37.	Commencement of Concession Period /Effective Date	Completion of Mobilization by concessionaire or 4 months from signing of CA whichever is earlier.
38.	Submission of all Statutory documents and approvals.	Within 6 months from signing of CA or Commencement of Operation whichever is earlier.
39.	Clauses on fraud and corruption in CA:	<i>Bidders are requested to refer Clause 1.3.10.</i>
40.	Termination of Agreement	<i>Bidders are requested to refer Clause 2.1</i>

SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 STANDARD DEFINITIONS

- a) “**Authority**” means the National Handloom Development Corporation Ltd. (NHDC) with whom the Selected Bidder signs the Concession Agreement for the Services as per Terms of Reference.
- b) “**Affiliate**” means any corporation, firm, or other entity that directly or indirectly is controlled by or is under common control of another firm.
- c) “**Assignment**” means the work that the Concessionaire shall perform pursuant to the Concession Agreement.
- d) “**AMC**” means Annual Maintenance Contract.
- e) “**CAM**” Common Area Maintenance
- f) “**Capital Asset**” are core assets installed by the Authority limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT< Panels, UPS, Fire Alarm Panel, BMS Controller, CCTV system, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, RWH system and Retractable Seating.
- g) “**Concessionaire**” means any entity or person or associations of person selected for Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model in accordance with the terms & conditions of the Concession Agreement.
- h) “**Concession Agreement**” or “**Contract**” or “**CA**” means the agreement signed between the Authority and the Selected Bidder. (key terms of Draft Concession Agreement are mentioned in Section 2 of RFP and detailed Draft Concession Agreement shall be provided post pre-bid meeting)
- i) “**Concession Area**” or “**Project Site**” means the premises as defined in clause 3.3 (Section 3) of RFP.
- j) “**Concession Period**” is the period granted for undertaking Comprehensive Management and Operation of Project Facilities within Concession Area, for which this Concession is granted, commencing from the Effective Date for the duration as defined in Clause 1.3.2 of RFP.
- k) “**Commencement Date**” is the date on which the Concession Agreement will be signed between Authority and Selected Bidder;

- l) **“Day”** means calendar day.
- m) **“De-mobilisation Period”** shall be the period starting from end of Concession Period for the duration as defined in Clause 1.8 of RFP, provided to the Concessionaire for withdrawal of Concessionaire’s movable assets from the site and complete the handover of assets back to Authority, after due approval by the Authority.
- n) **“Effective Date”** is the date of completion of such Mobilization Period;
- o) **“Lead Member”** is the member leading the consortium duly authorized by other consortium members. The representative of Lead Member will be the single point of contact throughout the bidding process and the Concession Period.
- p) **“Ministry”** means Ministry of Textiles, Government of India
- q) **“Mobilisation Period”** shall be the period starting from Commencement Date for the duration as defined in Clause 1.8 of RFP, provided to the Concessionaire for commencement of the Commercial Operations of the facility, including but not limited to taking-over of Project Facilities, temporary fit-outs, mobilization of man-power, resources, procurements, office setup etc.
- r) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- s) **“Project”** means, subject to the provisions of the Agreement, the (i) management, operation and maintenance of the Project facilities, undertake temporary fit-outs and provision of facilities and services to customers and users of the standard no less than the standards required under this Agreement; (ii) determining, demanding, charging, collecting, retaining and appropriating and revision of User Charges and (iii) handing over of all Project Assets by the Concessionaire to the Authority or its nominated agency at the end of the Term of Agreement by efflux of time or prior termination
- t) **“Project Facilities” or “Project Assets”** means the Facilities/ Assets provided by the Authority under the provision of RFP issued and includes Concession Area, along with the buildings, structures, common areas, infrastructure, furniture, furnishings and equipment, plant, systems and fixtures, operating equipment, operating supplies, and all related and other facilities more particularly detailed in Project Information Memorandum, that shall be operated and maintained at the Project Site by the Concessionaire in accordance with the provisions hereof. A final Project Facilities / Assets list will be signed off between the Authority and the Concessionaire prior to hand-over of the Project by the Authority to the Concessionaire.

- u) “**RFP**” means the Request for Proposal prepared by the Authority for the selection of Concessionaire.
- v) “**SPV**” means Special Purpose Vehicle to be formed by the Selected Bidder or Concessionaire as per Clause 1.3.5 of the RFP.
- w) “**Sub-Contractor**” means any person or entity to which the Concessionaire subcontracts any part of the Assignment/job.
- x) “**Selected Bidder**” means the Bidder selected by the Authority to whom the Letter of Award is issued.
- y) “**Terms of Reference (TOR)**” means the conditions included in the RFP including those in Section 3 which explains the scope of work, respective roles and responsibilities of the Concessionaire and the Authority.

1.2 INTRODUCTION

The TFC & CM project located at Bada Lalpur, Varanasi, being developed by Ministry of Textile on 7.93 acres and having constructed area of around 43,450 sqm. The project is expected to be completed by **August 2017** and will offer facilities such as Convention hall, Exhibition area, Shops, Marts, Food Court, Restaurants, Guest Houses, Dormitories, Offices, Crafts Museum and Amphitheater along with support infrastructure and amenities focused at providing integrated platform for promotion of Handloom, Handicrafts and Carpet Sector of Varanasi region.

Bidders may review Project Information Memorandum (PIM) appended in RFP as **Volume 1** for project information and city profiling.

The Bidders are required to familiarize themselves with the local conditions and take them into account while preparing their proposals.

National Handloom Development Corporation Ltd. (NHDC) (“the Authority”), an implementing agency for Trade Facilitation Centre (TFC) and Crafts Museum (CM) at Varanasi, appointed by Ministry of Textiles, Government of India (“Ministry”), invites online proposals from all interested Bidders (Public/Private Sector Operators) for ‘Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh, on concessionaire model.

1.3 GENERAL CONDITIONS

1.3.1 Brief Description of Bidding Process

1. The bidding for the project would be completed through a 3 Stage Selection Process
 - A. **Stage 1:** Expression of Interest (EOI) by the prospective Bidders and Pre-Investment Conference

Note: - EOI advertisement was published in leading newspapers on 24th May 2017 and pre investment conference was held on 15th June 2017.

Participation in EOI and Pre-Investment conference was optional for the bidders and independent of the RFP stage.

- B. Request for Proposal (RFP) –
 - a. **Stage 2:** Technical Proposal
 - The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in the RFP. The bidders fulfilling the eligibility criteria shall be considered as technically qualified and shall be shortlisted for Financial Proposal evaluation stage.
 - Bidders are requested to refer Clause 1.4.5 & 1.5.1
 - b. **Stage 3:** Financial Proposal

- Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation) will only be opened and evaluated.
- Bidders quoting highest Annual Concession Fee i.e **H1** for Year 1 among technically qualified bidders shall be selected as successful bidder.
- Bidders are requested to refer Clauses 1.4.6 & 1.5.2

C. Proposal validity shall be as per duration specified in Clause 1.3.8

2. During the Bidding Process, the applicants (the "**Bidders**" or "**Applicants**") will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by NHDC as part of this Bidding Process (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by NHDC. All Proposals shall be prepared and submitted in accordance with such terms. The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "**Proposal Validity Period**"). NHDC reserves the right to reject the Proposal which does not meet this requirement. Any further extension of the Proposal Validity Period shall be with the consent of the Bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.
3. The Bidders, who may either be single applicants or consortia, if it is a single applicant that will need to meet the Eligibility Criteria as specified in Clause 1.3.3 of the RFP. In case the Bidder is a Consortium, the Bidder shall also meet additional provisions specified in Clause 1.3.4 of the RFP.

1.3.2 Bidding Parameters

A. Variable Parameters

Annual Concession Fee for Year 1 quoted by the Bidder to be paid to the Authority, above the base value of INR (1) One Crore (Minimum Reserved Annual Concession Fee).

Following escalation shall apply to Annual Concession Fee to be paid by Concessionaire:

Year from agreement date	Annual Escalation factor
1 st – 3 rd Year	No escalation
4 th – 6 th Year	15% on quoted Annual Concession Fee
7 th – 9 th Year	30% on quoted Annual Concession Fee
10 th – 12 th Year	50% on quoted Annual Concession Fee
13 th – 15 th Year	75% on quoted Annual Concession Fee

B. Fixed Parameters

- i) **Tenure: Concession Period will be for a tenure of 15 years.**

ii) Events by Authority: Authority shall have exclusive right to reserve utilization of Convention/Exhibition facility up-to 100 days in a year for events by their representative organizations at following rates:

Location	Amount (INR per day) exclusive of taxes
Convention Hall	1,00,000 /-
Covered Exhibition Spaces	50,000 /-
Open Exhibition Spaces	30,000 /-
Meeting Rooms and Business Centre (if required)	Free of cost during events and meetings only
AC Guest Rooms	1,000/- per Guest Room
82 beds in dormitory	Free of cost during events and meetings only

The Concessionaire shall assist Authority in formulating its Annual Calendar of events. Authority shall notify the Concessionaire of any proposed events at least 90 days in advance.

iii) Leasing:

- Lease agreement of all spaces will be signed directly with Authority only. The Concessionaire shall only facilitate the leasing activity.
- Prior vetting and approval of the project committee/Authority is mandatory on all leasing/sub-leasing of spaces by the appointed Concessionaire
- Leases shall have maximum tenure of up-to 9 years, unless otherwise approved by the Authority.

a. Shops and Marts

- i. All Shops & Marts can only be leased for sale / trade in Handloom, Handicraft & Carpets category. Preference will be given to the applicants from Varanasi and adjoining districts,
- ii. Each category (Handloom, Handicraft & Carpets) shall get minimum 3 Shops and 10 Marts to give adequate opportunity for all three sectors.
- iii. Shops and Marts shall be leased for a minimum of 3 years and maximum up to 9 years.

b. Kiosks (in shopping arcade)

- i. Leasing/allotment of Kiosks shall be done directly by the Authority with no charges payable to Concessionaire.
- ii. In case if Kiosk spaces are vacant, the Concessionaire may allot such spaces post approval from the Authority.
- iii. Concessionaire shall manage & maintain the Kiosk spaces.

c. Dormitory & Guest Rooms

- i. Maintaining dormitory and Guest Rooms in usable conditions equipped with basic minimum required furnishings, bedding etc. apart from those provided by the Authority,
- ii. Provide the Dormitory and Guest Rooms to the Authority as per the provision in clause 1.3.2 B. ii). during reserved 100 days.

d. Food court

- i. At least 6 (out of 9) food kiosks shall offer authentic local and traditional cuisines of Varanasi region.

e. Offices

- i. National Center for Trade Information and office spaces as defined in the layout shall be provided free of cost to government agencies facilitating trade & export procedures.

iv) Role of Concessionaire

The role of concessionaire during the Concession Period shall be as described in TOR of the RFP document.

v) Role of Authority

The role of Authority shall be as described in TOR of the RFP document.

1.3.3 Eligibility Criteria

The bidders shall meet the following minimum eligibility requirements through supporting documentation to qualify for participation in the bidding process:

Criteria	Description	Required Document	Supporting Document
Technical Criteria			
A.	Lead Member should be Registered under the Companies Act 1956/2013; with min. 3-year experience in hospitality / MICE (Meeting, Incentives, Conference, Exhibitions/ Events) sectors.	Attach true copy of registration certificate	
B.	Sole bidder or Lead member shall have experience of successfully executing min. one (01) assignment/facility including its operation, management, marketing and promotions in hospitality/ convention center/ trade fair/ MICE facility for min. for at least one (01) year (as on date of issue of RFP) and covering at least 10,000	Attach true copy of supporting work order, completion certificate as applicable along with duly filled Data Sheet as per Form 11 of Section 4	

	sqm area;	
C.	Sole bidder or consortium (maximum 3 members) shall have experience of executing min. one (01) assignment/facility including its operations and facility management in hospitality/ convention center/ trade fair/ MICE facility for min. for one (01) year (as on date of issue of RFP) and covering at least 10,000 sqm area;	Attach true copy of supporting work order, completion certificate as applicable along with duly filled Data Sheet as per Form 11 of Section 4
Financial Criteria		
D.	<p>Sole bidder or Lead member with aggregate turnover of not less than Rs.10 crores & a net worth of not less than Rs. 3 crores for last three financial years (2013-14,2014-15 & 2015-16).</p> <p>In case of consortium (maximum 3 members), Lead member to maintain min. 51% stake in consortium and shall be liable to the Authority for every aspect of their proposal, contract etc</p>	<p>1. Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations turnover during last three financial years (2013-14, 2014-15 and 2015-16) as per Form 4 of Section 4</p> <p>2. In case of consortium, attach consortium agreement as per Form 7 of Section 4</p>
E.	Bidders should have earned profits in following three financial years (2013-14,2014-15 & 2015-16).	Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years (2013-14, 2014-15 and 2015-16) as per Form 4 of Section 4
Applicant not barred		
F.	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 Proposal Due Date, shall not be eligible to submit a Proposal.	<p>Undertaking as per Form 5</p> <p>Undertaking needs to be provided in organizations letter head of sole bidder/ lead consortium member.</p>

1.3.4 Consortium Related Matters

A. Additional Requirement for Proposals Submitted by a Consortium

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

- a. The number of Members in a Consortium can be a maximum of 3 (three).
- b. The Proposal should contain the information required for each member of the Consortium.
- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty-one percent) of the subscribed and paid up equity of the SPV till the end of Concession Period. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP (please refer Form 8), signed by all other members of the Consortium. The representative of Lead Member shall be the single point of contact throughout the Bidding Process.
- d. The Consortium as a whole must satisfy both the Technical and Financial Capability requirements given in Clause 1.3.3 for the RFP.
- e. The Bidder should include a brief description of the roles and responsibilities of individual members of the Consortium, particularly with reference to financial and technical obligations.
- f. An individual Bidder cannot be a member of any other Consortium bidding for the Project.
- g. Further, a member of a Consortium can neither submit Proposal for the Project as an individual Bidder nor as a member of any other Consortium bidding for the Project.
- h. All members of the Consortium shall collectively hold throughout the Concession Period not less than 100% of the subscribed and paid up equity of the SPV.
- i. Members of the Consortium shall enter into a binding ‘**Consortium Agreement**’ / Joint Venture Agreement for the purpose of submitting the Proposal. The Consortium Agreement shall, inter alia:
 - Convey the intent to contribute equity to the SPV in accordance with this RFP,
 - Convey the intent to carry out scope of work as per Terms of Reference (TOR) as specified in section 3.
 - Clearly outline the proposed roles and responsibilities of each member of the Consortium at each stage;
 - Commit minimum equity stake to be held by each member of the Consortium; and
 - Include a statement to the effect that all members of the Consortium shall provide Performance Security, Asset Security and be liable jointly and severally for execution of the Project in accordance with the terms of the Concession Agreement (CA).

- j. A copy of the Consortium Agreement should be submitted along with the Proposal. The Consortium Agreement entered into between the Members of the Consortium should fulfill the above requirements, failing which the Proposal shall be considered Non-Responsive.
- k. Refer Form 7 for JV/Consortium Agreement.

B. Change in composition of Consortium

- a. Lead Member cannot be re nominated/replaced/substituted during the entire Concession Period.
- b. No change in the composition of the Consortium shall be allowed during the first five (5) years of Concession Period.
- c. If any change in the Consortium composition occurs before execution of the CA but after declaration of the Consortium as the Selected Bidder, the Proposal of the Consortium will become Non-Responsive. In such an event, NHDC shall appropriate the Bid Security, without prejudice to any other right or remedy that may be available to NHDC hereunder or otherwise. NHDC can exercise its discretion to commence negotiations with the second highest bidder in the Bidding Process or cancel the Bidding Process.
- d. If any change in the Consortium composition occurs after execution of the CA and before the completion of the first five (5) years of Concession Period, it would be deemed to be a breach thereof, and the CA shall be liable to be terminated without NHDC being liable in any manner whatsoever to the Selected Bidder. In such an event, notwithstanding anything to the contrary contained in the CA, NHDC shall appropriate the Performance Security, without prejudice to any other right or remedy that may be available to NHDC hereunder or otherwise.
- e. If such change occurs after completion of first five (5) years of concession period, it may be permitted by NHDC, with following conditions:
 - the Lead Member continues to be the Lead Member of the Consortium and total number of members in the modified Consortium doesn't exceed 3;
 - the substitute is at least equal, in terms of Technical and Financial Capacity, to the Consortium Member who is sought to be substituted; and the new Member expressly accepts the conditions of the Concession Agreement signed on behalf of the Consortium as if it were a party to it originally.
 - Approval for change in the composition of a Consortium shall be provided at the sole discretion of the Authority and must be provided by the Authority in writing.

1.3.5 Formation of Special Purpose Vehicle

- a. Whether a single entity or consortium, the bidder(s) shall be required to form a “**Special Purpose Vehicle (SPV)**” in the form of a company under the Companies Act, 1956 / 2013 for implementing the Project. The equity holding of the Consortium members or

the partners in the special purpose vehicle would be in the same proportion as outlined in the proposal of the selected bidder.

- b. In case the Special Purpose Vehicle incorporated as a company, the aggregate equity component of the Concessionaire or Lead Member of the Consortium in the issued and paid up equity share capital shall not be less than (a) 51% for the lead member and maximum number of shareholders in the consortium shall not be more than 3 (Three).
- c. The Successful Bidder, if it is a Subsidiary of a Holding / Parent Company or part of an SPV, it shall be required to furnish a Letter of Guarantee from its Holding / Parent Company (including a Board Resolution of such Holding / Parent Company) pledging such Holding / Parent Company's irrevocable Financial strength and Technical support to its Subsidiary (in case of SPV - in proportion to its Subsidiary's holding in the SPV), at all times during the currency of the Concession Agreement, and even after its termination for any of the acts and liabilities of its Subsidiary prior to termination.

1.3.6 Bid Security/EMD

An EMD of Rs.1,00,000/- (Rupees One Lakh), in the form of Demand Draft (DD) drawn in favor of “**National Handloom Development Corporation Ltd**” payable at Greater Noida.

Bidder should prepare the EMD as per the instructions specified in the tender document. The EMD shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) for “**Proposal for Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on concessionaire model**”. Behind the Demand draft bidders shall write the name of bidding entity and contact number of the representative.

Original EMD should reach the following address on or before proposal due date and time as specified in this term sheet:

**National Handloom Development Corporation, Wegmans Business Park, Tower 1,
4th Floor, Sector Knowledge Park – 3,
Surajpur Kasma Road, Greater Noida – 201306**

The details of the DD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. No interest shall be payable by Authority for the sum deposited as earnest money deposit.

The EMD of the unsuccessful bidders would be returned back within one month of signing of contract with the selected bidder.

The EMD shall be forfeited by Authority in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b) if a Bidder submits a Non-Responsive Proposal
- c) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of Proposal during the validity period or any extension thereof.
- d) If the bidder tries to influence the evaluation process.

- e) in the case of Selected Bidder, if it fails within the specified time limit -
- to accept the LoA; and / or
 - to sign the CA; and / or
 - to furnish the Performance Security, Asset Security and Annual Concession Fee for Year 1 as per the provisions of this RFP and the CA; and
 - in case the Selected Bidder, having signed the CA, commits any breach thereof prior to furnishing the Performance Security and Asset Security.

1.3.7 Power of Attorney

The Applicant should submit a Power of Attorney in the format specified at Form 8 & Form 9 as applicable, of Section 4, authorizing the signatory of the Proposal to commit the Applicant.

1.3.8 Proposal Validity

The Term Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, bidders shall ensure the availability of professional staff nominated in the Proposal and also the financial proposal shall remain unchanged. Authority will make its best effort to complete the selection process within this period. Should the need arise Authority may request the bidders to extend the validity period of their proposals. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance Authority shall not consider such proposal for further evaluation.

Bidders are requested to refer "Term Sheet" for applicable duration of validity.

1.3.9 Conflict of Interest

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Concessionaire under any of the circumstances set forth below:

- a. **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority/Ministry's staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.3.10 Corrupt or Fraudulent Practices

Authority desires to observe a high standard of ethics during the procurement and execution of Draft Concession Agreement. In pursuance of this Clause, the Authority:

a) will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.

b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Authority defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Concession Agreement execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Concession Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition

1.3.11 Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at Authority's sole discretion. The format for Anti-Collusion Certificate has been provided in Form 10 of Section 4 of the RFP document.

1.3.12 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.3.13 Proposal Preparation Cost

Each interested party shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and its participation in the bidding process. Authority shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

1.3.14 Project Inspection and Site Visit

The Bidder, at the Bidder's own responsibility and risk can visit, and examine the Project Site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bidding process.

1.3.15 Only One Proposal

Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified. A bidder should not be part of more than one JV/Consortium.

1.3.16 Taxes

The financial proposal shall be exclusive of any taxes/GST that may be applicable. All applicable taxes shall be paid by the concessionaire.

1.4 PREPARATION, SUBMISSION AND OPENING OF PROPOSAL

1.4.1 Special Instructions

- i. Language: - The proposal and supporting documents shall be in English language unless otherwise specified.
- ii. Currency: - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii. All Bidders are required to submit their Proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among Proposals and minimize potential misunderstandings regarding interpretation of Proposals by Authority, the format in which Bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP under Section 4 and 5.
- iv. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. Authority's decision in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - The bidder must physically visit the project premises to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
 - While making the proposal, the bidder must ensure that he provides all the information as sought by Authority, failing which the proposal shall be considered as non-responsive.
 - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.
- vi. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
 - a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
 - b) received all such relevant information as it has been requested from Authority; and
 - c) made a complete and careful examination of the various aspects of the Project.
- vii. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Authority reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of

- the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority, the Proposal would be evaluated solely on the basis of available information.
- viii. Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.
 - ix. Authority reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.
 - x. Authority also reserves the right to withdraw the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
 - xi. Authority reserves the right to vet and verify any or all information submitted by the Bidder.
 - xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
 - xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Authority shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.4.2 Submission of queries

Any queries or request for additional information concerning this RFP shall be submitted by e-mail within the time frame provided to address given below:

Contact Person: Mr. Anil Raj Kumar (ADC (HL))

Contact Number: 011-23062402

Email for communication: kumarar@gov.in and tender@nhdc.org.in

The envelopes / email subject / communication shall clearly bear the following identification/ title:

"Queries / request for additional information: Request for Proposal for Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on concessionaire model."

The applicant shall mention the name of firm and contact details of their representative on the envelop/email while sending queries.

1.4.3 Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which Authority may hold at its own discretion; Authority may amend the RFP document. Such amendments shall be intimated in writing by Authority which will qualify as an "Addendum".

At any time prior to the deadline for submission of Proposals, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum".

The Addendums will be uploaded on the websites as mentioned in the Term Sheet of this RFP in the form of corrigendum. Each such Addendum shall become part of the RFP document.

1.4.4 Applicants submission for Eligibility Criteria

Bidder shall submit the signed checklist for eligibility criteria as per Form-3 along with requisite documents as indicated in the clause 1.3.3

1.4.5 Applicants submission for Technical Proposal

Bidders are required to submit a Technical Proposal (TP) in forms provided in Section-4 of the RFP.

Submission of wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. *The Technical Proposal* shall provide the information indicated in the following paras using the attached Standard Forms as per Section 4.

Scanned copies of following documents required for Technical Proposal shall be uploaded as specified in clause 1.4

Form No.	Enclosures to the Technical Proposal
Clause 4.1	Checklist for Technical Form Submission
Form 1	Letter of Technical Proposal Submission
Form 2	Bidder's Authorization Certificate
Form 3	Company's Organization and Experience
Form 4	Financial Capacity of the Bidder
Form 5	Letter of undertaking
Form 6	Commitment to Pay Project Development Fees
Form 7	Consortium Agreement
Form 8	Power of Attorney by each Member of the Bidder, in favor of The Lead Member
Form 9	Power of Attorney by Lead Member/Partner in favor of Designated Person (s)
Form 10	Anti-Collusion Certificate
Form 11	Experience in Operation and Maintenance
Form 12	Current Litigation Status

1.4.6 Applicants submission for Financial Proposal

- i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Section 5) and scanned copy of the financial proposal shall be uploaded as per instructions in clause 1.4.
- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- iii. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- iv. The financial proposal shall be in the form of lump-sum amount (in the form of Annual Concession Fee quoted in INR) and shall be exclusive of any taxes/GST that may be applicable.
- v. All applicable taxes shall be paid by the concessionaire.

1.4.7 Instructions to Bidders for Online Bid Submission

- i. The Bidder shall submit their proposal only on Central Public Procurement Portal (on-line) at <https://eprocure.gov.in/eprocure/app>. Detailed instructions to bidders for on-line proposal submission are given below.
- ii. The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

iii. Registration

- a) Bidders are required to enroll on the Central Public Procurement Portal (eProcurement portal URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment". Such enrolment is free of charge.
- b) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password to their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the Bidder will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then can login to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.

iv. Searching for Tender Document

- a) There are various search options built in the CPP eProcurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidder selects the tender, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/ e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

v. Preparation of Bids

- a) Bidders should take into account any corrigendum/addendum to the tender document published before submitting their bids.
- b) Bidders should go through the tender advertisement/NIT, RFP and Bid Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG/ other system supported formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidder can use “My Space/Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

vi. Submission of Bids

- a) The bids shall be submitted online in two covers viz., Technical Proposal / Eligibility Evaluation and Financial Proposal. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

1) Cover – I Technical Proposal / Eligibility Evaluation (Scanned Document):

- The documents as specified in clause 1.4.5 of this RFP are to be self-attested and furnished by the Bidder (i.e. checklist and Form 1 to 12 as applicable).
- Signed copy of RFP.
- Scanned copy of document as a proof for payment of EMD.

2) Cover – II Financial Bid (Check list)(scanned Document):

- The documents as specified in clause 1.4.6 of this RFP are to be self-attested and furnished by the Bidder.
- Bidder should log into the site well in advance for bid submission so as to ensure that the bid is uploaded in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Each page of the bid shall be numbered.
 - Bidder has to select the payment option as “offline” to pay the tender fee/ EMD as applicable and enter details of the instrument.
 - Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
 - Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
 - The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive RFP- For Appointing Survey Agency fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded

tender documents become readable only after the tender opening by the authorized bid openers.

- i) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- vii. Assistance to Bidders**
- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.

1.4.8 Modifications/Substitution/Withdrawal of Proposals

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date. In the event of withdrawal of the proposal by bidder, the EMD will be forfeited by NHDC.

1.4.9 Opening of Proposal

Authority reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 (Technical Proposal)

The documents in Cover I submitted online by respective bidders will be opened on the date and time stipulated in the “Term Sheet”, processed & scrutinized to determine Non-Responsive Proposals.

Proposals for which a notice of withdrawal has been submitted shall not be opened.

Prior to evaluation of Proposals, authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- Is received by the Proposal Due Date pursuant to point 9 of the Term Sheet
- Is submitted pursuant to Clause 1.4
- Is accompanied by the Power(s) of Attorney as specified in Form 8 & Form 9, as applicable.
- Accompanied by EMD as per clause 1.3.6
- Contains all the information as requested in the RFP;

- Contains information in the forms specified in this RFP; and fulfills the conditions of Pre-Qualification /Eligibility Criteria

Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by Authority in respect of such Proposals.

Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5.1 and the criteria set out in Clause 1.3.3 of this RFP.

Stage 2: Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Authority would prepare a list of qualified Applicants in terms of Clause 1.5.2 for opening of their Financial Proposals.

Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.5.2

1.5 EVALUATION OF PROPOSAL

1.5.1 Technical Evaluation

The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in the RFP. The bidders fulfilling the eligibility criteria shall be considered as technically qualified and shall be shortlisted for Financial Proposal evaluation stage.

The EMD of bidders who do not qualify the technical evaluation shall be returned to respective unsuccessful bidders.

1.5.2 Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (based on technical proposal) will only be opened and evaluated.

Bidders quoting highest Annual Concession Fee i.e **H1** for Year 1, among technically qualified bidders shall be identified as “**Selected Bidder**”.

1.6 AWARD OF WORK

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

1.7 EXECUTION OF CONCESSION AGREEMENT

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement (CA) within the period prescribed in “Term Sheet”. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

The Selected Bidder shall submit following before signing of Concession Agreement.

i. Performance Security

ii. Asset Security

1.8 IMPLEMENTATION PROCESS AND CONCESSION PERIOD

The date on which the Concession Agreement will be signed between NHDC and Selected Bidder will be identified as the ‘Commencement Date’;

1.8.1 Mobilisation Period

The Concessionaire will be granted a **4 months** ‘free of charge’ mobilization period from the date of signing the Concession Agreement. The completion of such 4 months period will be identified as the ‘Effective Date’;

1.8.2 Concession Period

Concession Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of **15 years**.

Concessionaire shall provide a consolidated list of equipment’s procured by the Concessionaire and update the Authority on annual basis for records. This list shall not include Park Stock and consumables.

1.8.3 De-mobilisation Period

After end of the Concession Period, the Concessionaire will be provided a 4 months de-mobilisation period to withdraw their movable equipment’s from the site as per the updated list of equipment procured by Concessionaire submitted to the Authority and complete the handover of assets back to the Authority, after due approval by Authority.

1.8.4 Take-over by Concessionaire

The Concessionaire shall take necessary action to take-over Vacant Possession of the Project Site (including all movable and fixed Assets / facilities which the Authority agrees to hand over) from the Authority within 30 days from Commencement Date. A joint survey shall be conducted by representatives of both the Authority and the Concessionaire for preparation of Final Project Asset List which shall be mutually signed by both the parties and shall form part of Concession Agreement.

1.8.5 Hand-over by Concessionaire

The Concessionaire shall take necessary action to hand-over Vacant Possession of the Project Site at the end of De-mobilisation period to the Authority. A joint survey shall be conducted by representatives of both the Authority and the Concessionaire for verification of Project Assets as per the final Project Asset List.

1.9 PERFORMANCE SECURITY

- i. For the due performance in accordance with the terms and conditions specified in the Letter of Award (LOA) and Concession Agreement the Selected Bidder shall before signing the Concession Agreement which shall not be later than days as stipulated in “Terms Sheet”, furnish to the Authority a Performance Security in the form of an irrevocable and unconditional Bank Guarantee for an amount of Rs. 1,00,00,000/- (Rupees One crore only) drawn in favour of “**National Handloom Development Corporation Ltd**”, issued by one of the Nationalized/ Scheduled Banks of India, payable at **Greater Noida**, for undertaking the management and operation of the project.
- ii. This performance guarantee may be discharged after successful completion of the whole Concession Period.
- iii. Performance Security submitted by the Concessionaire shall be forfeited if the concessionaire fails to commence operations/ pay the advance of 1st year at the time of signing of Concession Agreement (CA).
- iv. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Concession Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- v. The performance Bank Guarantee will be for a period of 15 years (concession period of services under the said contract) and shall be initially valid for six months after the scheduled completion date.
- vi. It will be discharged by the Authority and returned to the Concessionaire not later than 3 (three) months following the date of completion of the Concessionaire’s obligations, under the Agreement.
- vii. Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

1.10 ASSET SECURITY

- i. For the due security of the assets provided by the Agency in the Trade Facilitation Center Complex (except craft museum) in accordance with the terms and conditions specified in the Letter of Award (LOA) and Concession Agreement the Selected Bidder shall before signing the Concession Agreement which shall not be later than days as stipulated in “Terms Sheet”, furnish to the Authority an Asset Security in the form of an irrevocable and unconditional Bank Guarantee for an amount of Rs. 5,00,00,000/- (Rupees Five crore

only) drawn in favour of “National Handloom Development Corporation Ltd”, issued by one of the Nationalized/ Scheduled Banks of India, payable at Greater Noida, for undertaking the management and operation of the project.

- ii. This asset security may be discharged after successful completion of the whole Concession Period and successful handing-over of the Project Facilities /Assets as per the Final Project Asset List.
- iii. It is expressly understood and agreed that in case if any loss incurs during tenure that shall include mobilisation period, concession period and de-mobilisation period, to any movable/ immovable properties of the TFC/Project Facilities provided by the Authority as stipulated in the RFP, cost of same will be borne by Concessionaire. In case Concessionaire does not rectify damages, same shall be recovered from Asset Security deposited by Concessionaire.
- iv. The asset security will be for a period of 15 years and 8 months (that shall include mobilisation period, concession period and de-mobilisation period under the said contract) and shall be initially valid for six months after the scheduled hand-over date. It will be discharged by the Authority and returned to the Concessionaire not later than 3 (three) months following the date of completion of the Concessionaire’s obligations, under the Agreement.
- v. Should the contract period, for whatever reason be extended, the Selected Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of asset security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.
- vi. Concessionaire agrees to use its best efforts to comply with the operation and maintenance standards and instructions found in any warranty or AMC's relating to the infrastructure in TFC of which it will possess a copy received from the Authority.
- vii. In the event that a repair or maintenance is required which is covered by such warranty or AMC and such warranty or AMC is not honored due to failure by the Concessionaire to operate and maintain in accordance with the terms of the warranty or the AMC, notwithstanding anything to the contrary contained in the Agreement, Concessionaire shall, at its sole cost and expense, make such repair and replacement as necessary or do such maintenance work with no contribution by the Authority regardless of whether or

1.11 INTERPRETATION OF DOCUMENTS:

not it is deemed a non-routine repair and maintenance item.

- i. Authority will have the sole discretion in relation to:
 - a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - b) all decisions in relation to the evaluation of Proposals.
Authority will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.
- ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Concession Agreement, the documents shall be given the following priority:
 - a) Concession Agreement,

- b) Information and Instructions to Bidder.
- iii. Authority reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder(s) in its absolute discretion.

SECTION 2: KEY CLAUSES OF CONCESSION AGREEMENT

Following are the key clauses of Concession Agreement, and Authority may appropriately add /modify terms in draft Concession Agreement.

2.1 Termination

(a) Termination for Concessionaire Defaults

- i. Concessionaire fails to maintain Performance Security and Asset Security deposits or replenishment or furnishing of fresh Security deposits, in the event of partial appropriation by the Authority, within a period of 90 (ninety) days;
- ii. subsequent to the replenishment or submission of fresh Security deposit, the Concessionaire fails to cure default within a period of 90 (ninety) days, for which whole or part of Security deposit was appropriated
- iii. the Concessionaire abandons the operation of the Project without the prior written consent of the Authority for more than 120 (one hundred twenty) days;
- iv. in case of repetitive significant performance failures not attended by Concessionaire or there are major defaults by the Concessionaire,
- v. the Concessionaire has failed to make any payment due to the Authority within the 90 days of due date or period specified in Agreement
- vi. the Concessionaire creates any Encumbrance in breach of the Agreement or there is a change in Ownership in breach of the Agreement

(b) Termination for Authority Default

- i. If the Authority fails to transfer / pay / reimburse / adjust payments within 90 days or period specified in Agreement, from due date of such payments as the case may be, for which Concessionaire is entitled as per the terms of Agreement, such as lease rents received by Authority from shops/marts, payments for events organized by Authority etc.

(c) Review and dispute resolution

- i. A Project Committee will be formed by the Authority in order to monitor the activities at TFC and review any issues/concerns.
- ii. Project committee will conduct review meetings on quarterly basis at TFC,
- iii. Committee may appoint an independent engineer for inspections and reporting at regular intervals,

If any matter is not resolved within 30 days by the Project Committee, the Concessionaire / Committee can escalate the matter to a designated officer at Ministry of Textiles, Govt. of India.

2.3 Sub-contracting

Concessionaire shall be entitled to appoint sub-contractors for the implementation / operation of the Project at the Premises in accordance with the provisions of the Draft Concession Agreement

2.4 Force majeure

Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party (Concessionaire and/or Concession Authority, as the case may be) claiming Force Majeure ("Affected Party") from performing its obligations:

- (A) Non-Political Events
 - (a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
 - (b) Radio active contamination, ionizing radiation
 - (c) Epidemic, famine.
 - (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
 - (e) Strikes or boycotts or industrial action or any public agitation of any kind;
 - (f) Any event or circumstances of a nature analogous to any of the foregoing.

- (B) Political Event
 - (a) Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Concession Agreement cannot be applied;
 - (b) Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or any material assets or rights of the Concessionaire; provided the same has not resulted from an act or default of the Concessionaire or such person;

Above are only key events of Force majeure and Authority may appropriately add /modify terms in draft CA.

2.5 Insurance

2.5.1 Insurance Cover

The Concessionaire shall maintain or cause to be maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained, consistent with similar facilities of the size and type of the Project including but not limited to the insurance policies covering the following (the "Insurance Cover"):-

- (i) Comprehensive third party liability insurance including injury or death to personnel of the Authority and others who may enter the Project Site during the Term of Agreement;
- (ii) workmen's compensation insurance during the Term of Agreement;
- (iii) public liability insurance during the Term of Agreement;
- (iv) loss, damage or destruction of the Project Facilities/Project at replacement value or full market value (including fire, burglary, standard and special peril) during the Term of Agreement;
- (v) the Concessionaire's general liability arising under this Agreement during the Term of Agreement;

- (vi) any other insurance that may be necessary to protect the Concessionaire, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (vi) during the Term of Agreement.

The Concessionaire shall not cancel or reduce in any manner the scope of the insurance policy taken in pursuance of this provision without first written permission from the Authority. Further, the liability towards uninsured losses or damages shall remain solely and exclusive with the Concessionaire

2.6 Dispute resolution

2.6.1 Amicable Resolution

- (a) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation of the Concession Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (b) below.
- (b) In the event of any Dispute between the parties, either Party may require such Dispute to be referred to representative of the Project Committee for amicable settlement. Upon such reference, the said two representatives shall meet not later than 7 (Seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 30 days, the matter shall be referred to designated official at the Ministry. If the Dispute is not amicably settled within 30 (Thirty) days of such meeting between the said two representatives or after the matter is referred to designated official in the Ministry, either party may refer the dispute to arbitration in accordance with the provisions of Concession Agreement.

2.6.2 Arbitration

- (d) Dispute Due for Arbitration

Dispute or differences shall be due for arbitration only if all the conditions in Clause 2.6.1 are fulfilled.

- (e) Settlement of Disputes

Except where otherwise provided in the Contract, all disputes, whatsoever arising between the parties, arising out of touching or relating to operation for effect of the contract or the breach thereof, shall be settled by Arbitration as per Indian Arbitration and Conciliation Act, 1996 as amended or replaced by other enactment.

The arbitral tribunal shall consist of three arbitrators, one arbitrator appointed by each party and one appointed jointly by such appointed arbitrators. The parties would appoint their nominee arbitrator within a period of 30 days from the intimation of appointment of the nominee arbitrator by one Party to the other. Such appointed nominee arbitrators would also appoint the third arbitrator within

a period of 30 days from the date when both of them have been appointed. In the event of failure to appoint arbitrators as aforesaid the Arbitrators shall be appointed as per provisions of Arbitration and Conciliation Act, 1996 as amended or replaced by other enactment. The language to be used in the arbitration shall be the English language exclusively, and the award shall be a reasoned one written in the English Language.

2.7 Liability and indemnity

2.7.1 Liability of Concessionaire

Notwithstanding anything to the contrary contained in this Agreement,

- (a) in addition to the Concessionaire's liability and obligations and the Authority remedies provided elsewhere in this Agreement, the Concessionaire shall be solely responsible for any loss of or damage to the Project/Project Facilities and the Project Assets, damage to environment, death or injury to person, and any other liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by the Authority:
 - (i) during the Term of Agreement resulting from any negligent act or omission of the Concessionaire, the Contractors or any other Person and their respective employees, agents, contractors and representatives.
 - (ii) in connection with, arising out of, or resulting from any breach of warranty, material misrepresentation by the Concessionaire or Contractor or nonperformance of any term, condition, covenant or obligation to be performed by the Concessionaire or Contractor under this Agreement and the Transaction Documents.

- (b) The Concessionaire shall also be liable for any loss or damage which occurs as a result of any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural, design or other defects, latent or patent, non-compliance with building bye laws, other Applicable Laws, regulatory requirements of Competent Authorities, Specifications and Standards or any other matter) for which the Concessionaire is liable or which is attributable to the Concessionaire and, in turn, the Persons claiming through or under the Concessionaire.

2.7.2 Indemnification

- (a) Without prejudice to and in addition to the indemnification provisions elsewhere in this Agreement, the Concessionaire agrees to indemnify and hold harmless Concession Authority and its officers, employees, agents, trustees and consultants (each a "Concession Authority Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, demands, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees

and disbursements) and expenses of any nature whatsoever (collectively, "Losses") to which the Authority Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from (i) any mis-statement or any breach of any representation or warranty made by Concessionaire or (ii) the failure by Concessionaire to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Concessionaire Person claiming through or under the Concessionaire or (iii) any claim or proceeding by any Third Party against the Concession Authority arising out of any act, deed or thing done or omitted to be done by Concessionaire or (iv) as a result of failure on the part of the Concessionaire to perform any of its obligations under this Agreement or on the Concessionaire committing breach of any of the terms and conditions of this Agreement or (v) on the failure of the Concessionaire to perform any of its statutory duties and/or obligations or as a consequence of any notice, action, suit or proceedings, given, initiated, filed or commenced by any user of the Project or the Concessionaire's Contactors or employees or any Third Party or Competent Authorities or (vi) as a result of any failure or negligence or default of the Concessionaire or its Contractor(s), sub-contractor(s), or employees, servants, agents of such Contractor(s) and/or sub-contractor(s) and/or invitees as the case may be, in connection with or arising out of this Agreement and/or arising out of or, in connection with the Concessionaire's use and occupation of Project Site and/or temporary fit-out work, operation, management, promotion and maintenance of the Project.

- (b) Without limiting the generality of sub-section (a) of this Section,
- (i) the Concessionaire shall fully indemnify and defend the Concession Authority Indemnified Party from and against any and all Losses arising out of or with respect to (1) failure of the Concessionaire and the Persons claiming through or under the Concessionaire to comply with Applicable Laws and Applicable Permits, (2) payments of Taxes relating to the Concessionaire and the Persons claiming through or under the Concessionaire, including contractors, suppliers and representatives, including the income or other taxes required to be paid by the Concessionaire/such Persons without reimbursement hereunder, or (3) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any Person claiming through or under the Concessionaire, which are payable by the Concessionaire or such Person.
 - (ii) the Concessionaire shall fully indemnify, and defend the Concession Authority Indemnified Party harmless from and against any and all Losses which the Concession Authority Indemnified Party may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Persons claiming through

or under the Concessionaire in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or

any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for Authority Indemnified Party, a license, at no cost to Authority Indemnified Party, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the Specifications and Standards either replace the affected work, or part, or process thereof with non- infringing work or parts or process, or modify the same so that it becomes non-infringing.

- (iii) the Concessionaire shall further indemnify, defend and hold harmless the Concession Authority Indemnified Party from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all Losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Concessionaire's performance of this Agreement or arising out of any act or omission of the Concessionaire, and in turn of the Persons claiming through or under the Concessionaire.

- (c) Any payment made under Concession Agreement pursuant to an indemnity or claim for breach of any provision of Concession Agreement shall be net of applicable Taxes.

2.7.3 Indirect or Consequential Losses

Notwithstanding anything to the contrary contained in Concession Agreement, in no event shall any Party, its officers, employees or agents be liable to the other Party for any matter arising out of or in connection with Concession Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party.

2.7.4 Business Risks

Except as expressly provided in this Agreement, the Concessionaire shall carry out and perform its rights and obligations under this Agreement and the other Transaction Documents at its own cost and risk. The Concessionaire shall be fully responsible for and shall bear the financial, commercial and business risks in relation to the Project and all its rights and obligations under or pursuant to this Agreement and the other Transaction Documents.

2.8 Intellectual Property Rights

- (a) the Concessionaire accepts and agrees that the Authority shall be the absolute and exclusive owner and proprietor of the all details, plans, specifications, schedules,

programs, budget, reports, calculations and other work relating to the Project hereafter referred to as "Proprietary Material", which have been or are hereafter written, originated or made by any of the Concessionaire or the Persons claiming through or under it or any of their respective employees, contractors, consultants or agents in connection with this Agreement or the design, construction, insurance and financing of the Project. All Proprietary Material shall be clearly marked as such in capital letters and in bold face print.

- (b) The Authority shall own all the intellectual property rights in or relating to the Proprietary Material and all rights, privileges, entitlements, interests, title, property and benefits and associated rights whatsoever therein for the full period in accordance with the Applicable Laws and with all the reservations and extensions thereof and together with the exclusive right of the Authority to use such information and intellectual property/authorize the use thereof by Third Parties in India and abroad in any form, including without limitation the right to reproduce, translate, edit, modify, distribute, sell or assign such rights, with or without consideration.
- (c) The Authority shall have the exclusive right to apply for/procure registration of the intellectual property rights at its cost with relevant competent authorities in India and abroad.
- (d) **Brand image created by the Concessionaire to be the sole property of Authority:** All the brands and brand image documents created by the Concessionaire for the purpose of running the Project Facilities under the Concession Agreement shall become and remain the intellectual property of the Authority. The Concessionaire shall, not upon termination or expiration of this contract, use or replicate any such brand.

The Concessionaire and the Authority hereby grant to each other royalty-free, non-exclusive license to use all proprietary material owned by any of them or any of their respective employees, contractors, consultants or agents in connection with this Agreement or the design, construction, insurance and financing of the Project. Such license shall carry the right to use such material for all purposes connected with the Project; however, it shall not be transferable to any Person other than to the permitted assignee under this Agreement. Such license shall discontinue on the termination or expiry of the Concession Agreement or the discharge by any Party of its duties hereunder.

2.9 List of major prohibited activities at TFC

- (a) Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Indian act or legislation.
- (b) Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- (c) Sale of open liquor and alcohol based drinks or beverages
- (d) Sale of tobacco and tobacco products.
- (e) Defacement of the building structure or facade or boundary.

- (f) The use of loud speakers, musical instruments and band etc. without requisite permissions/approvals from concerned/ Competent Authority.

SECTION 3: Terms of Reference (TOR)

3.1 Project Introduction, Facilities Offered and Utilities

Bidders may review Project Information Memorandum (PIM) appended in RFP as

1.2 Role of Concessionaire “Volume-1”

The role of concessionaire during the Concession Period, inter-alia, shall comprise of following:

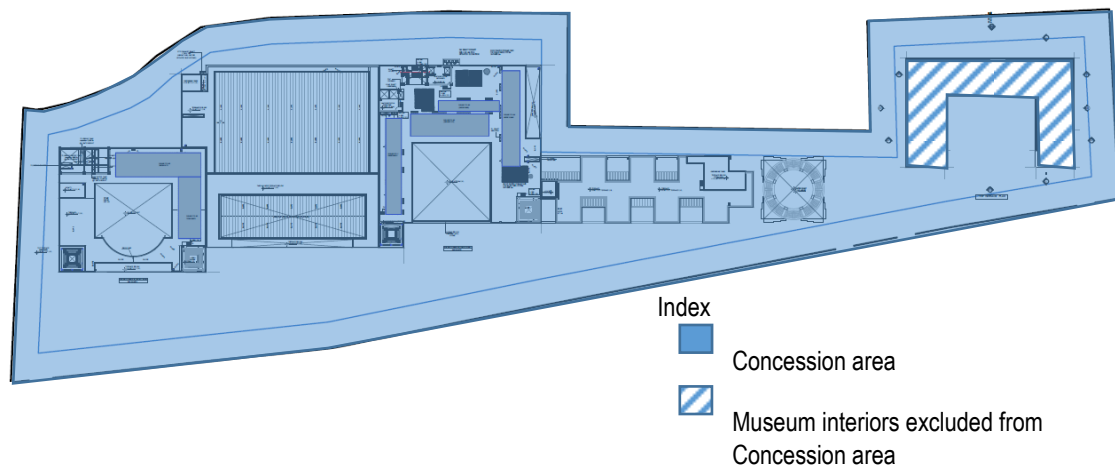
- a. Taking over of the vacant possession of Trade Facilitation Centre (TFC) complex (except Crafts Museum), Varanasi on as-is where-is basis as per clause 1.8.1 to undertake required temporary fit-outs, Promote, Market, Operate, Maintain and Manage the project facility illustrated under Concession Area, including clearances/approvals, ancillary services and amenities related to the Concession Area as per applicable Building Bye-Laws, standards and schedules of the Concession Agreement.
- b. Undertake Marketing and Promotion of TFC complex and all services associated with it,
- c. Undertake temporary fit-outs necessary, if any, as per business strategy of the Concessionaire,
- d. Facilitate leasing of shops, marts, restaurants, food court, ATM's etc. Lease agreement will be signed directly with Authority and rental payments to be passed on to the Concessionaire.
- e. Organize cultural events in open spaces keeping the local sensitivities in view,
- f. Managing front-desk/help-desk for the facility, maintenance of visitor register, collection of rents and applicable Common Area Maintenance (CAM) Charges, dormitory and guest room bed rents, exhibition facility rents, convention hall rents, venue and parking charges (if any) etc.
- g. Facility Management and Operation, housekeeping, security, parking, horticulture and Technical services, day-to-day repair and maintenance of the entire project, procurement of AMCs in the name of Authority. All expenses involved in such activities shall be borne by the concessionaire for entire contract period.

- h. Maintenance of Project Facility including all internal and external services and of fire detection; fire alarm and fire-fighting system and electrical system.
- i. The concessionaire will make payment for electricity and water bills for the entire TFC campus except for Crafts Museum building.
- j. Coordination with Central, State and Local Government for National and International events at TFC
- k. Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement and to meet the requirements laid down by the Competent Authority.
- l. Hand over the Concession Area along with assets at the end of the Concession Period.

1.3 The Concession Area

Refer clause 1.8.4 for details.

The Concession Area shall include all areas with-in boundary of Trade Facilitation Centre including but not limited to all built-up areas (except for Crafts Museum interiors), open spaces till the outer envelope of Crafts Museum building. For better understanding, following illustration broadly identifies the concession area:



The territorial scope of the concession area is limited to the concession area as at the effective date, but that in terms of the Concession Agreement same may be extended by agreement between the Concessionaire and Authority.

1.4 Fixed Parameters

- i) **Tenure: Concession Period will be for a tenure of 15 years.**
- ii) **Events by Authority:** Authority shall have exclusive right to reserve utilization of Convention/Exhibition facility up-to 100 days in a year for events by their representative organizations at following rates:

Location	Amount (INR per day) exclusive of taxes
Convention Hall	1,00,000 /-
Covered Exhibition Spaces	50,000 /-
Open Exhibition Spaces	30,000 /-
Meeting Rooms and Business Centre (if required)	Free of cost during events and meetings only
AC Guest Rooms	1,000/- per Guest Room
82 beds in dormitory	Free of cost during events and meetings only

The Concessionaire shall assist Authority in formulating its Annual Calendar of events. Authority shall notify the Concessionaire of any proposed events at least 90 days in advance.

iii) **Leasing:**

- Lease agreement of all spaces will be signed directly with Authority only. The Concessionaire shall only facilitate the leasing activity.
- Prior vetting and approval of the project committee/Authority is mandatory on all leasing/sub-leasing of spaces by the appointed Concessionaire
- Leases shall have maximum tenure of up-to 9 years, unless otherwise approved by the Authority.

a. Shops and Marts

- i. All Shops & Marts can only be leased for sale / trade in Handloom, Handicraft & Carpets category. Preference will be given to the applicants from Varanasi and adjoining districts,
- ii. Each category (Handloom, Handicraft & Carpets) shall get minimum 3 Shops and 10 Marts to give adequate opportunity for all three sectors.

- iii. Shops and Marts shall be leased for a minimum of 3 years and maximum up to 9 years.

b. Kiosks (in shopping arcade)

- i. Leasing/allotment of Kiosks shall be done directly by the Authority with no charges payable to Concessionaire.
- ii. In case if Kiosk spaces are vacant, the Concessionaire may allot such spaces post approval from the Authority.
- iii. Concessionaire shall manage & maintain the Kiosk spaces.

c. Dormitory & Guest Rooms

- i. Maintaining dormitory and Guest Rooms in usable conditions equipped with basic minimum required furnishings, bedding etc. apart from those provided by the Authority,
- ii. Provide the Dormitory and Guest Rooms to the Authority as per the provision in clause 1.3.2 B. ii). during reserved 100 days.

d. Food court

- i. At least 6 (out of 9) food kiosks shall offer authentic local and traditional cuisines of Varanasi region.

e. Offices

- i. National Center for Trade Information and office spaces as defined in the layout shall be provided free of cost to government agencies facilitating trade & export procedures.

1.5 Role of Authority

- a. Signing a Concession Agreement with the Concessionaire for performing the obligation of the Concession Agreement for a Concession Period,
- b. Designated representative of the Authority shall have power to inspect TFC and its services at any reasonable time
- c. Vetting of EoIs and agreements prior to finalization or publication, if any.
- d. Set-up a Project Committee
- e. Replacement of “Capital Assets” installed by the Authority limited to Air Conditioning Chillers, Cooling Tower, AHUs, FCUs, HVAC Main Panels and Starter Panels, Generators, Transformers, HT< Panels, UPS, Fire Alarm Panel, BMS Controller,

CCTV system, Lifts, Escalators, Pumps (Fire, Water, Sewage and Air Conditioning), Solar Panel System, STP, RWH system and Retractable Seating.

For any other items apart from above list, which are being installed by Authority (as indicated in attached project details in Annexure) Authority will not be liable for any replacement.

1.6 Reporting Mechanism:

- a. A Project Committee will be formed by the Authority in order to monitor the activities at TFC, review any issues/concerns and undertake following activities through its representative:
 - Supervise, monitor and control the activities and agencies engaged for TFC&CM.
 - Ensure that activities are aligned with the objectives of TFC&CM.
 - Scrutinize and approve EoI's and agreements for procurement and leasing undertaken by the Concessionaire, if any.
 - Provide required NOC's and approvals, if any, on behalf of Ministry.
- b. Project committee will conduct review meetings on quarterly basis at TFC,
- c. If any matter is not resolved within 30 days, Concessionaire can escalate it to designated officer at the Ministry,

1.7 Potential sources of revenue and expenses to Concessionaire

- a. Potential revenue sources
 - i. Venue charges from 2000 PAX convention and Exhibition Areas,
 - ii. Revenue from advertisement and promotions from sponsors and participants,
 - iii. Revenues from Food & Beverage outlets at Food Court, Restaurants, Events etc.
 - iv. Lease rentals form shops, marts, restaurants, food court, ATM's etc. Lease agreement will be signed directly with Authority,
 - v. Common Area Maintenance (CAM) Charges form the occupants,
 - vi. Charges from Guest rooms, dormitories etc.
 - vii. Ticketing for organize cultural events in open spaces, OAT etc.
 - viii. Parking charges etc.
- b. Potential List of expenses

The expenses may be classified under the four heads:

- i. Operational and Management Expenses:
 - a. Facility management expenses
 - b. Administrative expenses as applicable, including staff salaries, PF, ESI etc.
 - c. Power, Water, Fuel expenses
 - d. Initial Set-up including remaining fit-outs, furnishings etc., if any.
- ii. Repair, Maintenance & Upkeep
 - a. Annual Maintenance Contract (AMC) related expenses,
 - b. All carpentry, plumbing, painting, polishing materials & equipment's
 - c. Engineering & maintenance disposables washers, fuses, screws, nails, bulbs, tubes, etc. and routine maintenance expenses in maintaining all gadgets & appliances (like elements, cells, batteries, etc..)
 - d. Janitorial expenses such as cleaning materials, cleaning equipment's and sanitizing materials etc.
- iii. Security & Valet
- iv. Marketing, Promotional & Business Development expenses to achieve optimum utilization of levels of revenue earning areas
 - a. All costs related to advertisements like artwork, bromides, actual ad release, agency costs, etc.
 - b. All artwork & printing etc. costs related to brochures, mailers, flyers, etc.
 - c. All sales promotion costs like brochures, tariff sheets, mailers, entertainment, artists fees, speakers, demonstrations, shows, concerts, plays, band, films, consultants, advertising/PR agencies, press release/conferences, expenses related to personnel & sales calls, etc.
 - d. Participation fees in various conventions, exhibitions, shows, etc.
 - e. Sales promotional material related expenses like photography, slides, mailing expenses, etc.
 - f. All printing, stationery items & related costs under each of these heads.
- v. Park Stock
(Par Stock to be supplied and replaced by the concessionaire)
 - a. Kitchen and dining equipment as per concessionaire's business strategy,
 - b. Housekeeping – cleaning equipment, like vacuum cleaners, polish & scrubbing machines, etc.

- c. All Room & bath linen like mattresses, mattress protector, bed sheets, pillow, pillow covers, blanket, towels, shower curtain, bath mats, etc.
- d. All props, decorative items, flower planters, vases, movable screens, and barriers etc.
- e. Carting and storage equipment's like trolleys, weighing machines, racks cupboards, ladders, etc.
- f. Restaurant & Banquet linen like runners, napkins, table cloths, frills, baize cloth, tray covers, pot holders, dusters, wiping sheets, etc.

It is understood that the Par Stock for each outlet/area is to be provided by the concessionaire.

Details provided above is only an illustrative list and may also include other similar items.

Section 4: Technical Proposal- Standard Forms

4.1 Checklist of technical form submission

Form No.	Enclosures to the Technical Proposal	Status (Submitted /Not Submitted)	Comments, if any.
Form 1	Letter of Technical Proposal Submission		
Form 2	Bidder's Authorization Certificate		
Form 3	Company's Organization and Experience (Eligibility checklist)		
Form 4	Financial Capacity of the Bidder		
Form 5	Letter of undertaking		
Form 6	Commitment to Deposit Performance Security and Asset Security		
Form 7	Consortium Agreement		
Form 8	Power of Attorney by each Member of the Bidder in favor of The Lead Member		
Form 9	Power of Attorney by Sole Bidder /Lead Member/Partner in favor of Designated Person (s)		
Form 10	Anti-Collusion Certificate		
Form 11	Experience in Operation and Maintenance		
Form 12	Current Litigation Status		

Note:

Forms applicable to Sole Bidder are Form 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12

Forms applicable to Lead Member of Consortium are Form 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 and 12

Forms applicable to other members of Consortium are Form 3, 7, 9, 10, 11 and 12

Letter of Proposal Submission

[on Sole Bidder's/Lead Member's letter head]

[Location, Date]

To:

Additional Development Commissioner for Handlooms,
Ministry of Textiles,
Room No – 57,
Udyog Bhawan, New Delhi
Ph. 011-23062402

Dear Sir

We, the undersigned, offer to provide the complete solutions for **Authority** in accordance with your Request for Proposal dated *[Insert Date]* for **Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model.**

We are hereby submitting our Proposal online, which includes this Technical Proposal, and also the Financial Proposal submitted under a separate cover.

We undertake the total responsibility for performance of the Concession Agreement, if awarded to us.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We acknowledge and confirm that we have undertaken an independent due-diligence of all aspects of the Project including but not limited to technical and financial viability, legal framework and based on the same, we are hereby submitting our Proposal in accordance with the terms and conditions of the RFP.

We understand that **Authority** is not bound to accept any Proposal it receives.

We remain,

Yours faithfully,

*Authorized Signatory *[In full and Designation]:*

Name and Title of Signatory:

Name of Bidder:

Address:

****NB: Authorization in form of Power of Attorney, as per Form 8 and 9 as applicable, is required on a non-judicial Stamp Paper of Rs. 100/- .***

[on Sole Bidder's/Lead Member's letter head]

[Location, Date]

Bidder's Authorization Certificate

To,
Additional Development Commissioner for Handlooms,
Ministry of Textiles,
Room No – 57,
Udyog Bhawan, New Delhi
Ph. 011-23062402

< Name> _____, <Designation>_____ is hereby authorized to sign relevant documents on behalf of the company in dealing with Proposal for **Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model**. He is also authorized to attend meetings and submit technical & financial information as may be required by you in the course of processing above said proposal.

Thanking you,

Authorized Signatory

<Bidder's Company Name>

Seal

Company's Organization and Experience Checklist

1	Company Information	Details
1.1	Company Name	
1.2	Sole bidder/Lead firm/ Consortium member* *please mention appropriate option.	
1.3	Date of Registration /Incorporation * Sole Bidder/Lead Member shall attach true copy of Registration / Incorporation Certificate	
1.4	Details Address Phone number Email Fax Website	
1.5	Authorized Signatory: <i>Chief Executive/ Head of Operations</i> Name Designation Mobile Number Email Fax	
1.6	Contact Person: <i>Project Leader</i> Name Designation Mobile Number Email Fax	

(Form to be filled by Sole bidder or all members of consortium in case of consortium)

2	Eligibility/Pre-Qualification Criteria and Supporting Documents	Compliance X / √
2.1	<p>Lead Member should be Registered under the Companies Act 1956/2013; with min. 3-year experience in hospitality / MICE (Meeting, Incentives, Conference, Exhibitions/ Events) sectors.</p> <p>Attach true copy of registration / incorporation certificate</p>	
2.2	<p>Sole bidder or Lead member shall have experience of successfully executing min. one (01) assignment/facility including its operation, management, marketing and promotions in hospitality/ convention center/ trade fair/ MICE facility for min. for at least one (01) year (as on date of issue of RFP) and covering at least 10,000 sqm area;.</p> <p>Attach true copy of supporting work order, completion certificate as applicable along with Data Sheet as per Form 11 of Section 4</p>	
2.3	<p>Sole bidder or consortium (maximum 3 members) shall have experience of executing min. one (01) assignment/facility including its operations and facility management in hospitality/ convention center/ trade fair/ MICE facility for min. for one (01) year (as on date of issue of RFP) and covering at least 10,000 sqm area;</p> <p>Attach true copy of supporting work order, completion certificate as applicable along with Data Sheet as per Form 11 of Section 4</p>	
2.4	<p>Sole bidder or Lead member with aggregate turnover of not less than Rs.10 crores & a net worth of not less than Rs. 3 crores for last three financial years (2013-14,2014-15 & 2015-16) (Attach supporting Auditor's /CA certificate). Lead member to maintain min. 51% stake in consortium and shall be liable to the Employer for every aspect of their proposal, contract etc.</p> <p>Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations turnover and net worth during last three financial years (2013-14, 2014-15 and 2015-16) as per Form 4 of Section 4</p> <p>In case of consortium, attach consortium agreement as per Form 7 of Section 4</p>	
2.5	<p>Bidders should have earned profits in following three financial years (2013-14,2014-15 & 2015-16).</p> <p>Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years (2013-14, 2014-15 and 2015-16) as per Form 4 of Section 4</p>	
2.6	<p>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 Proposal Due Date, shall not be eligible to submit a Proposal</p> <p>Undertaking as per Form 5</p> <p>Undertaking needs to be provided in organizations letter head of sole bidder/ lead consortium member</p>	

2.7	Have you attached the Rs. 1,00,000/- (Rupees One lakh) Demand Draft for EMD?	
2.8	Have you attached the Consortium agreement with the Proposal? (only in case of a Consortium)	

Documentary proof is essential without which the proposal may be rejected. Technical and Financial evaluation will be done only for the bidders satisfying the above criteria.

Financial Capacity of the Bidder

<i>Years</i>	<i>2013-14</i>	<i>2014-15</i>	<i>2015-16</i>
<i>Turnover (INR)</i>			
<i>Profit (INR)</i>			
<i>Net worth(INR)</i>			

*Bidders shall submit certificate from the Auditor/CA for the above financial capacity
To be provided by Sole bidder / Lead member of consortium*

Letter of undertaking

[on letter head of Sole Bidder/Lead Member on behalf of consortium]

Format for
LETTER OF UNDERTAKING

Date:

Additional Development Commissioner for Handlooms,
Ministry of Textiles,
Room No – 57,
Udyog Bhawan, New Delhi
Ph. 011-23062402

Sub: Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model

We have read and understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by NHDC (Authority). We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is qualified and unconditional in all respects' and we agree to the terms of the RFP document and agree to enter into Concession Agreement in case Project is awarded to us.

We confirm that we are not barred by the Authority, or any government entities in India from participating in its projects.

Dated this Day of 2017

Name of the Bidder
Signature of the Authorized Person
Name of the Authorized Person

Note: To be signed by the lead member in case of a Consortium.

[on letter head of Sole Bidder/Lead Member on behalf of consortium]

Format for Commitment to Deposit Performance Security and Asset Security

Date:

Additional Development Commissioner for Handlooms,
Ministry of Textiles,
Room No – 57,
Udyog Bhawan, New Delhi
Ph. 011-23062402

Sub: Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model

Dear Sir:

We _____ (the "Sole Bidder"), / [on behalf of Consortium consisting of the following members (the "Members"):

1. [Lead Party]
2. []
3. []
4. []

Have submitted our Proposal for Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model. We hereby write to inform you that if we/[the Consortium] are/[is] selected as the Selected Bidder for implementing the project, we/[the Lead Member of the Consortium] shall submit the performance security amounting to Rs. 1.0 Crore (Rupees One Crore only) and Asset Security of Rs. 5.0 Crore (Rupees Five Crore only) directly to "National Handloom Development Corporation Ltd" within 30 days of the issue of Letter of Award as specified under the RFP Document.

COMPANY SEAL

SIGNATURE _____
NAME _____
DESIGNATION _____
COMPANY _____
DATE _____

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

Consortium Agreement

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

WHEREAS:

- i) All the Parties of the First, Second and Third Part are entitled to enter into joint venture/ partnership with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association.
- ii) The Parties hereto propose to participate as a Consortium to Bid based on the Request for proposal (RFP) published by NHDC for Comprehensive Management and Operation of Trade Facilitation Centre (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model ("the Proposal") by pooling together their resources and expertise.

If the Parties hereto succeed in the Proposal, they propose to incorporate a Special Purpose Vehicle (SPV) which will undertake operation, marketing, maintenance and management of Trade Facilitation Centre complex (except for Crafts Museum), Varanasi, Uttar Pradesh ("the Project").

The Parties hereto are desirous of recording the broad terms of their understanding as set out here below:

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

- 1) That the Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions herein through a Special Purpose Vehicle (SPV) to be incorporated by them with the shareholding commitments expressly stated to domicile the project, prior to the operations.
- 2) That the business of the SPV will be that of carry out temporary fit-outs, Operating, Marketing, Maintaining & Managing the Project and carry out scope of work as per the Terms of Reference as per Section 3 of RFP.
- 3) That in the event the Parties hereto succeed in the Proposal for the Project, the SPV will undertake the role in accordance with terms and conditions of the RFP and will execute the Concession Agreement and all the documents /writings / papers with the Authority and undertake the operations of the project in accordance with the terms of Concession Agreement.

4) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, at least 51% of the capital of the SPV during the project period from the Compliance Date. Any change in composition of the Consortium/SPV, including lead and non-lead members shall be at the sole discretion and with prior written permission of Authority during the project period from the Compliance Date.

5) That it shall be ensured that _____ ("the Lead Member") holds, either directly or through its Affiliate, provided that the same affiliate is a member of the bidding consortium, after the period from the Compliance Date i.e. during Operation & Maintenance Period, and _____ and _____ maximum number of shareholder in consortium shall not be more than 3 (Three), after the period from the Compliance Date i.e. during the Operation & Maintenance Period. Any change in composition of the Consortium/SPV, including lead and non-lead members shall be at the sole discretion and with prior written permission of Authority during the project period from the Compliance Date.

6) The roles and responsibilities of the Members of the Consortium shall be as follow:

a) The Party of the First Part (Lead Member) shall be responsible for:

- (i)
- (ii)
- (iii)

b) The Party of the Second Part shall be responsible for:

- (i)
- (ii)
- (iii)

c) The Party of the Third Part shall be responsible for:

- (i)
- (ii)
- (iii)

d) Each of the Parties shall be liable and responsible jointly and severally for:

- i) Compliance of all statutory requirements as may be applicable in respect of the Project.
- ii) Contribute to the Joint Venture, all of its management and business experience, expertise, competence and acumen for the success of the Project.

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

7) That the minimum equity holding of each Party (Member) (in percentage term) in the SPV shall be as follows:

Name of the Party (Member)	% of equity capital
_____	_____
_____	_____
_____	_____

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

9) That in case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Concessionaire and will comply with all the terms and conditions of the Concession Agreement as would be entered with the AUTHORITY (Concessions Authority).

10) That this Agreement shall remain in full force and effect till the award the SPV is formed and the Concession Agreement is signed.

11) That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.
(Note : The above provisions are mandatory, the Consortium may add any other provision, if required)

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

Signed and delivered for and on behalf)
Of the within named M/s.....
..... by its Director,

duly authorized in the presence of
.....

Signed and delivered for and on behalf)
Of the within named M/s.....
by its Director,

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

Signed and delivered for and on behalf) Of the within named M/s.....)by
its Director,)

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

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

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

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for the **Comprehensive Management and Operation of Trade Facilitation Centre (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model** as a member of consortium, we,[name of the authorizing company], a company incorporated under the laws of, the registered address of which is..... hereby duly authorize [Name of Lead Member], the registered address of which is, to lawfully represent and act on our behalf as the Lead member of the Consortium / Joint Venture / Partnership firm to sign any qualification statement, Proposal, conduct negotiations, sign contracts/Concession Agreement, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project.

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

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

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

By:..... [the authorizing company]
Signature:..... [Signature of authorized signing officer]
Name:..... [Name of authorized signing officer]
Title:..... [Title of authorized signing officer]

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

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

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

(A maximum two individuals)

Dated _____

POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN

Shri -----(Name of the Person, domiciled at -----
(Address), acting as -----(Designation and name of the Firm),
and whose signature is attested below, is hereby authorized on behalf of -----
(Name of Bidder) to negotiate and settle terms and conditions, finalize, approve, sign
and execute Agreements, Documents, Endorsements, Writings, etc. as may be
required by Authority for "Comprehensive Management and Operation of Trade Facilitation
Centre (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model" and is
hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

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

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

Witness 1

Witness 2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Signature:.....
Name:.....
Title:.....

[Signature of authorized signing officer]
[Name of authorized signing officer]
[Title of authorized signing officer]

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

[on letter head of Sole Bidder/consortium members]

ANTI COLLUSION CERTIFICATE

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person (outside this Consortium, its professional and financial advisors, proposed financing banks financial advisors) other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal

(b) Enter into any agreement or arrangement with any person (outside this Consortium) that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person (outside this Consortium) for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs 1 (i) and (ii) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word "person" includes any persons or any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this.....Days of.....2017.

Name of the Bidder.

Bidder.....

Signature of the designated person.....

Name of the designated person.....

Date of receipt of RFP documents.....

EXPERIENCE IN OPERATIONS AND MAINTENANCE

Name of the Bidder:

1.	Name of the Project	
2.	Location	
3.	Project Details	
4.	Total Project Cost	Actual
5.	Total Project Area	Actual
6.	Date of Completion	Actual
7.	Date of commissioning of the Project	Actual
8.	Bidder(s) Role in the Project	
9.	Name, Address, Contact Person, Tel/Fax of the Other Members and their roles in the Project	
10.	Operating Performance (for the immediately preceding three years)	

Brief description of the role played by the Bidder.

Note:

(1) Please use separate sheet for each project

CURRENT LITIGATION STATUS

Name of the Bidder :

Year	Name of disputing parties, cause of litigation / arbitration and matter in dispute (Party initiating to be underlined)	Disputed amount (current value, in Rupees)	Interim Award, Order or Decree for or Against Bidder

Note:
Bidder shall provide information on any current or pending litigation or arbitration.

Section 5: FINANCIAL Proposal- Standard Forms

[on letter head of Sole Bidder/Lead Member on behalf of consortium]

Form Fin 1 : Financial Proposal Submission Form

[Location, Date]

To:

Additional Development Commissioner for Handlooms,
Ministry of Textiles,
Room No – 57,
Udyog Bhawan, New Delhi
Ph. 011-23062402

Dear Sir

We, the undersigned, offer to undertake “**Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model**” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposals is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of all taxes as per clause 1.3.16 of RFP. We hereby confirm that the financial proposals are unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

[on letter head of Sole Bidder/Lead Member on behalf of consortium]

Form Fin2: Lump sum financial proposal as per TOR of Section 3

FINANCIAL PROPOSAL SHEETS

Name of the work: **Comprehensive Management and Operation of Trade Facilitation Centre Complex (except Crafts Museum) at Varanasi, Uttar Pradesh on Concessionaire model**

Quotes submitted towards providing complete services to **Authority**, in accordance with the scope of work and terms & conditions mentioned in RFP.

The financial proposal is based on **Annual Concession Fee** to be paid by us to the Authority as follows:

Annual Concession Fee (ACF)	Amount (in INR)
Annual Concession Fee (ACF) for the first year of Concession Period	

I _____ (Prospective Bidder) assure to pay Authority, an Annual Concession Fee (ACF) of Rs. _____ (in words) for the first year of Concession Period.

Annual Concession Fee (ACF) for subsequent years will be escalated based on escalation schedule indicated in clause 1.3.2 of RFP.

Note:

- The financial proposal is for the total scope of work and is exclusive of all applicable taxes
- The quotes mentioned in the Concession Agreement shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.

Place:

Name:

Date:

Designation:

Name & Address of the Bidder: