

**Advt. CCIC/CS/
E-notice/
October 2020/25**

**E-Tender for Concessionaire
Arrangements in Showrooms of CCIC for
Ladies Kurti**



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

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



BID DATA SHEET

1.	NIT TENDER No.	No. CCIC/CS/E-notice/October 2020/25
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms for Ladies Kurti
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	www.thecottage.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Sales) 2. DM (Finance) 3. Company Secretary

Schedule of Events

	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 23/11/2020, 03:00 PM
2.	Pre-bid Meeting	03/11/2020 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 23/11/2020, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 24/11/2020, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

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

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

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

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

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

BRIEF ABOUT CCIC

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

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

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

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

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

1. Period of Contract : 3 (Three) Years

2. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof)

- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Whether MSME/ SC/ ST category (attach proof)
- (iv) Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.
- (v) Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
- (vi) All the benefits/exemptions/relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
- (vii) Turnover :

Ladies Kurti

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

Minimum turnover of Rs.40 Lakhs during last Financial year or a total of Rs.70 Lakhs during last two Financial years or a total of Rs.100 lakhs during the last three Financial years ending on 31/03/2020.

(ii) For Other Showrooms (Rajiv Gandhi Handicraft Bhawan, New Delhi, Kolkata, HSR Layout, Bengaluru, Chennai)

Minimum turnover of Rs.20 Lakhs during last Financial year or a total of Rs.30 Lakhs during last two Financial years or a total of Rs.50 Lakhs during the last three Financial years ending on 31/03/2020.

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

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

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

The bids may be submitted latest by 3.00 PM on **23/11/2020**. The bids shall be opened on 24/11/2020 at 04.00 PM.

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

2. Electronic Submission of Bids

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

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

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

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

3. Bid Security/EMD

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

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

Account Number : 10185775245

IFSC Code : SBIN0006199

Bank Name : State Bank of India

Branch : Jawahar Vyapar Bhawan, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.

- (e) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (f) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- (g) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

4. Security Deposit

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

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

5. Bid Details

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

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



Annexure-A

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

P R O D U C T S - L A D I E S K U R T I			
Sl. No.	Branch Name	Area (Sq. Ft.)*	Earnest Money Deposit @ (Rs.)
1.	Jawahar Vyapar Bhawan, Janpath, New Delhi	60	20,000
2.	Rajiv Gandhi Handicraft Bhawan, New Delhi	50	20,000
2.	Kolkata	100	20,000
3.	HSR Layout, Bengaluru	100	20,000
4.	Chennai	100	20,000

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



Annexure - B

TECHNICAL BID

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

Operation for Concessionaire arrangement in CCIC's Showroom.

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

Sr. No.	Particulars	
1.	Name of the firm (Individual/Partnership/Company/NGO/ Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2017-18 : _____ 2018-19 : _____ 2019-20 : _____

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

All documents enclosed should be self attested.

Undertaking by bidders:

I/We understand that:

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

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

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

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

Disclaimer

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

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

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

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

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

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

Operation for Concessionaire arrangement in CCIC’s Showroom.

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

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



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

Note :

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

	Date		(Signature & Seal)
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GENERAL INSTRUCTIONS FOR THE BIDDERS

ANNEXURE - 'D'

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on **23/11/2020**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**
This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.

11. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
12. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
13. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
14. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
15. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
16. **The process**
 - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
 - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
 - c. The bid would be opened in presence of intending bidders who may like to be present.
 - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
 - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
 - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.
 - h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
 - i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
 - j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
 - k. H-1 party shall be considered for awarding the Concessionaire contract.
 - l. The discount shall be subject to GST as per rates applicable on the date of billing.
17. **Bid Security/ EMD**
 - a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e.

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

- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

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

A pre-bid meeting shall be held on **03/11/2020** (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

19. **Validity of the bids**

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

20. **Inspection clause**

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

21. **Evaluation criteria**

1. Evaluation Criteria for Techno-Commercial bid

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

2. Evaluation Criteria for Price bid

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

3. Evaluation of price bids & selection of concessionaire –

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

22. Working hours

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

23. Display of signage

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

24. Security Deposit

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



Annexure – 'E'

AGREEMENT

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

AND

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

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

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

AND

NOW THIS AGREEMENT WITNESSES AS UDNER:

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

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

1st Year - Rs. _____ lakh

2nd Year - Rs. _____ lakh

3rd Year - Rs. _____ lakh

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

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

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

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

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

27. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
28. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
29. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
30. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipments fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.
31. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
32. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
33. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
34. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
35. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
36. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
37. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.
38. That the term of this Agreement is _____ years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.



39. That in the event of any dispute or any difference arising out of or in respect of or in any manner touching this assignment of privilege/facility/ Party under the present Agreement including the question whether the Party is entitled to carry on business under the Agreement, shall be referred to the Managing Director of CCIC of India Ltd. whose decision shall be final and binding on the parties and this "clause" in no way or manner be treated as "arbitration clause" under the Arbitration Act.
40. The price or value is exclusive of GST.
41. In case, GST is not deposited by you with the Govt., it is to be deducted from the dues payable or recoverable from you. You are liable to deposit GST within prescribed time limit given under the laws. The credit of GST paid by you on our supplies is available to us if the same is correctly given in GSTR-1 statement filed under GST law. You are liable to rectify GSTR-1/GSTR-3 returns in case of discrepancies notified and needs rectification.
42. The contract can come to an end if your GST rating falls below an expectable limit.
43. The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

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

SCHEDULE - I

Details of Products allowed to be dealt:

Party

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

(Through its Authorized Signatory)

(Through its Authorized Signatory)

WITNESS OF THE PARTY

WITNESS OF THE CCIC

1.

1.

2.

2.