

DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEV. CORP. LTD.
N-36 ,BOMBAY LIFE BUILDING, CONNAUGHT CIRCUS NEW DELHI-110001
OFFICE OF THE CHIEF MANAGER (IPD)

TENDER

E-TENDER for engagement of an Agency to manage overall Operation and Running of the Bharati Delhi Emporium, Delhi situated at A-3/4, State Emporia Building, Baba Kharak Singh Marg, New Delhi-110001.

NIT No. CM (IPD)/ /2022

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| i) | Tender Submission mode | : | Online (e-Tendering)
https://govtprocurement.delhi.gov.in |
| ii) | Name of Work | : | “Engagement of an Agency to manage overall operation and running of the Bharati Delhi Emporium, Delhi, situated at A-3/4, State Emporia Building, Baba Kharak Singh Marg, New Delhi-110001” |
| iii) | Minimum bid value | : | Rs 400,00,000/- without applicable taxes |
| iv) | Earnest Money | : | Rs. 8,00,000/- (Eight Lac Only) |
| v) | Contact Person | : | Chief Manager (IPD), DSIIDC Ltd. |
| vi) | Date of Release of Tender | : | _____ |
| vii) | Last date & time of Tender & Bid Submission | : | _____ |
| viii) | Date and Time of Opening of Part-I (Technical Bid) | : | _____ |
| ix) | Opening of Financial Bids (Part-II) | : | _____ |

CM (IPD)

1) REQUEST FOR BIDS

- i) The Delhi State Industrial and Infrastructure Development Corporation Ltd. a Delhi Govt undertaking, has been entrusted with the responsibility of Development and Promotion of Handicrafts in the NCT of Delhi. In order to discharge their responsibility effectively, DSIIDC desires to engage an Agency at Delhi Emporium, A-3/4, State Emporia Building, Baba Kharak Singh Marg, New Delhi-110001.
- ii) Accordingly, DSIIDC invites online tender under two bid system i.e. Part-I (Technical Bid) and Part-II (Financial Bid) from well established, reputed and eligible bidders on prescribed format to manage Bharati Delhi Emporium, situated at A-3/4, State Emporia Building, Baba Kharak Singh Marg, New Delhi-110001 for sale of Handicraft & Handloom/Textile Products. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- iii) All bidders who wish to participate in the e-tender must be having digital signature issued from one of the authorized Certifying Authorities authorized by Government of India for issuing Digital Signature Certificate.
- iv) Bids must be submitted online on <https://govtprocurement.delhi.gov.in> on or before the deadline for submission of the bids and technical part of the bids will be opened online at the specified time and date for opening of bids.
- v) If the office happens to be closed on the date of opening of the bids as specified, the bid will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
- vi) All information called should be furnished against the relevant columns. Additional information may be furnished on a separate sheet, by mentioning the same against the relevant column. If any particular / query is not applicable, it should be stated as `Not Applicable`. Tenders having incomplete information shall be summarily rejected.
- vii) The tender would be opened in presence of Bidders or their authorized representative who chose to remain present on the opening date at the scheduled time so that any clarification regarding technical bid is explained then and there. In absence of any representative the decision of the tender evaluation committee shall be final and binding.
- viii) The Bidder shall quote the bid amount in Indian Rupees and arabic numerals. This bid amount shall be entered in figures as well as in words. In case of difference in bid amount between words and figures, amount mentioned in words shall be treated as valid.
- ix) The Corporation shall not be held liable for any delays due to the system failure beyond its control.
- x) Bidders can inspect the Infrastructure facility available by visiting Delhi Emporium on any working day.

2. SCOPE OF WORK:

- i) Total space available at Bharti Delhi Emporium for management and sale of prescribed items is 7000 Sq. ft. (approx.) in Basement, Ground floor and Mezzanine floor.
- ii) The Agency will be responsible to manage overall operation and running of the Bharati Delhi Emporium, Delhi which will include selling of Handicrafts and Handloom products, maintaining of optimum level of stock of handicrafts and handloom, proper display of the such products, availability of different type of handicrafts and handloom products.
- iii) Out of this total space, 60% of the space shall be reserved for exhibiting and sale of handicrafts/handloom products including Zari, woolen shawl, wooden handicrafts, brass/white metal, artificial jewellery, footwear, marble, ladies/gents wear, saari & dress materials, Leather, aroma, tea, candles, bed covers, carpet, dari, jute & coir products, bamboo furniture etc. of Delhi State.
- iv) Out of above mentioned 60% space, 10% of the space shall be reserved for sale of items on consignment basis from National/ State Awardees artisans to be selected by DSIIDC in consultation with Industries Department. The items from National/State Awardees artisans can be kept for display and sale for a period of 6 months on rates fixed by the artisans manufacturing the handicrafts. The amount of handicrafts sold will be paid to the artisans as per price fixed at the time of accepting consignment. After the lapse of consignment period of 6 months the unsold handicrafts would be returned to the artisans and would be replaced by new handicrafts from the same or other artisans.
- v) Remaining 40% of **allotted** space shall be available to agency for commercial use where the bidder can sell products of small & cottage industries and artefacts.

- vi) The items to be kept for sale in the showroom will be of good quality, latest design and at competitive rates. The goods kept in the showroom and their rates will be under constant scrutiny of the Incharge of the emporium designated by DSIIDC or any authorized nominee of DSIIDC. Goods disapproved by DSIIDC or any other Officer/Agent authorized by DSIIDC shall not be allowed to be sold in the emporium.

3. Other Terms and Conditions:-

- i) The Agency will be free to announce sale promotion scheme for promotion of Handicrafts after obtaining prior permission from DSIIDC.
- ii) The selected agency, immediately after the award of work, would be required to purchase insurance in the name of DSIIDC from a reputed agency to insure against theft, fire, earthquakes etc. of the emporium and the goods kept in the emporium for sale. The insurance policy shall renewed from time to time. Cost of insurance shall be borne by the selected bidder/agency.
- iii) The space allotted to the agency for sales shall be used for conducting sales only and it should be manned only by authorized sales staff. No outsider shall be allowed to man the sales counter and the counter shall not be used for any other purpose except conducting sales by the Party. The agency can allot the space/counter to other party(ies) for exhibiting sales at his own risk and cost. The agency will provide a list of their sales staff/representative(s) alongwith attested photograph(s).
- iv) The agency will have all the rights of display of goods in the show windows and show cases & the rest of the areas of the emporium other than the space allotted to consignment Parties.
- v) The party would be free to organize publicity at its own cost of the goods sold in the emporium. However, the publicity matter shall be approved in writing by the Industrial Promotion Division of DSIIDC, before it is published.
- vi) The agency shall depute their own sales staff preferably in the age group of 21-45 years who will always be courteous to customers and other staff at the showroom. The DSIIDC would have no responsibility towards the staff deployed by the agency and the same would be the liability of the agency alone.
- vii) The agency will appoint its own sales staff for the sale counter(s), for collection of payment made by cash/credit sale/credit card sale, depositing the cash / credit in the designated bank account, maintaining the books of accounts etc. The agency would have to depute their staff for issue of invoices, delivering the goods sold to customers, salesman/sales executive, attendants, security guards etc. required to operate the entire operation of the Emporium as well as other facilities used by the agency. The agency shall endeavor to make all the sales through digital mode. The sales/cash counter shall be placed under constant surveillance of CCTV. The sales made through cash or otherwise or stock can be verified by authorized staff of DSIIDC at any time. The expenses towards the staff appointed by the Agency for functioning of the emporium will be borne by the agency alone and DSIIDC shall have no obligation in this regard.
- viii) The agency shall be responsible for all types of statutory liabilities such as minimum wages, Provident Fund, ESI etc. payable to staff, employed by the agency. DSIIDC shall not be liable in any manner due to violation of any statutory liability/requirements by the party. The party will submit the bio-data of sales staff along with address and photograph to DSIIDC, for record only. The agency will also submit proof of depositing ESI and provident fund etc. and any other compliances required by the agency only for the record purposes.
- ix) The agency shall be responsible to keep the allotted area in clean and orderly condition including interior designing, fixtures etc. If any damage is made to the properties of the Corporation at Delhi Emporium during the currency of the Contract, then expenditure towards repairs will be recovered from the agency.
- x) The agency will make all necessary arrangements for security of Emporium, office premises as well as security of material kept in the emporium. The charges for security services will be borne by the agency.
- xi) The agency has to follow the business ethics while fixing the sale price of handicraft items.
- xii) The agency would be responsible for settling the claims/compensation awarded under Consumer Protection Act, if any.
- xiii) If DSIIDC organizes exhibitions outside the showroom, the agency shall participate in the same on the same terms and conditions of this agreement.
- xiv) The payment of credit sales to Government Institutions or others shall be paid to the party only after receipt of the payment of such sales.

- xv) The agency shall maintain records in respect of the stock kept in Bharti Delhi Emporium. The agency will provide details of the stock kept in the showroom at the time of commencement of the sales clearly showing the selling price of all items. Every replenishment of stock, addition of stock or return of stock will be intimated to the incharge in writing. The Incharge would keep simultaneous record of the same. The agency shall inform the value of the stock at the end of every month. All Stock of the Party shall be computerized /bar coded by the Incharge of the showroom.
- xvi) The items kept in the showroom shall be protected/maintained/well kept by the staff of the agency with all reasonable care in cooperation with the staff of the DSIIDC. The DSIIDC shall not be responsible for any loss to the goods/items due to force majeure and/or fire, building collapse, burglary, shop lifting, arson, looting, flood, enemy action and/or any other cause beyond human control. The agency should get its goods insured at its own cost.
- xvii) The agency will also be responsible to exchange the defective goods/handicraft items sold to the customer.
- xviii) The agency will bear the credit card commission on actual basis and as such the same will be deducted every month from the payment to be made to them by the Corporation against their sales.
- xix) In case any export order is booked by DSIIDC of the items being displayed and sold by the Party, then the party will have to supply the same to DSIIDC, for exports at competitive rates.
- xx) Timing of the Emporium will be as per the Delhi Shops and Establishment Act.
- xxi) The agency shall allow inspection of Delhi Emporium by the Officers of DSIIDC or any other officer/person appointed by DSIIDC for this purpose. The agency has to cooperate with inspection Team.
- xxii) The agency shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area.
- xxiii) The emporium will be handed over to the selected agency on as and where basis.
- xxiv) The agency will vacate the space within 7 days after the expiry of contract (if not extended) or termination of contract before tenure.
- xxv) The agency shall not be allowed to use the space of Delhi Emporium for activities other than that is allowed by DSIIDC.
- xxvi) The agency shall maintain the electronic record of Customer database and visitors, who wish to share voluntarily, (Contact Nos., email i.d., date of birth, date of marriage anniversary etc.) and transmit it to DSIIDC on monthly basis.
- xxvii) The agency can allot the space/counter to other party(ies) for exhibiting sales at his own risk and cost.
- xxviii) The Party shall not be allowed to undertake similar business activities within the vicinity of 5kms from Delhi Emporium.
- xxix) Opening and closing of the emporium will be through double key system. One set of the keys will be with the DSIIDC authorities and other will be with the Tenderer.
- xxx) If successful bidder does not start sale within 30 days of award of tender, the contract shall be liable to be cancelled and the earnest money shall be forfeited.
- xxxi) If DSIIDC is satisfied that the party has committed breach of any of the terms and conditions herein contained or the behavior of the party is harmful to the interests of DSIIDC, or for any reason whatsoever, the DSIIDC shall be at liberty to terminate the agreement forthwith or by giving 30 days notice as the circumstances call for. In such case, the party shall be responsible to make good the loss to the Corporation, if any, in case of termination of the agreement prior to the stipulated period.
- xxxii) The DSIIDC shall not be responsible for any kind of Income Tax liabilities, if any arising on the part of the party due to this agreement.

4. Sale Proceed and related conditions thereto:-

- i) DSIIDC shall be the seller for sales of items and the liability to supply these goods to DSIIDC shall vest with the Agency. The payment received from sale proceeds will be deposited directly to the designated bank account of DSIIDC and the agency shall have no rights to the same.
- ii) The agency would issue the invoice(s) to DSIIDC, for the sale made by it during the month on monthly basis latest by 7th of next month giving all the relevant date wise details of sale.
- iii) The payment towards supply of handicrafts and other items will be made to the Agency on monthly basis at 75% of actual sales or sales target quoted at the time of bidding, whichever is higher. However, in case of products of National/State Awardees, purchases shall be booked

by DSIIDC at 90% of actual sales. Further, to incentivize the Agency to achieve sales beyond the minimum guaranteed sales, the purchases for sales beyond the minimum guaranteed sales shall be booked at 80% of the incremental sales value (not applicable in case of National/State Awardees products).

- iv) In case the sales of the party is less than the targeted sale, the agency shall pay the balance amount due to DSIIDC, by bank draft/RTGS. In case the party fails to deposit the balance amount, the same shall be realized from the security deposit and the party shall be liable to recoup the security amount in favour of the DSIIDC. The decrease in sales will be reviewed by DSIIDC, and agreement may be terminated, if deem fit, by giving 30 days notice in writing to the agency.
- v) If Party is interested to receive early payment i.e. fortnightly then on written consent of the Party, Corporation will remit the sales proceeds after deducting additional 2% of the target/actual sale, whichever is higher, made during first half of the month by 20th of the same month and sale made during second half of the month by 5th of the next month.
- vi) The DSIIDC will not provide any advance to the party against the sales/stock or in any other manner. However, in case when confirmed orders are placed by the customers along with full receivable payment in advance, upto 50% of the amount received from the customer can be given to the supplier as advance for executing the orders. Such advance shall be adjusted at the time of making full payment against the supplies. However, no advance payment will be given to the party against orders booked on or before 90 days from the date of expiry of agreement. All such orders obtained should be executed before 10 days of the expiry of the Agreement. The decision of the DSIIDC in this regard shall be final and binding on the agency.
- vii) The party shall send the goods on F.O.R. destination basis and other incidental charges such as, the party shall supply the goods to the DSIIDC on GST paid basis. Octroi, Cartage etc. will be borne by the party. The Corporation shall not be responsible for GST liabilities on goods kept by the Party in Bharti Delhi Emporium or for any lapses on part of the Party for liabilities of GST & other taxes whatsoever. All taxes, levies and charges etc. shall be borne by the agency alone.
- viii) TDS and other applicable taxes or charges will be deducted as per applicable rules.
- ix) Further, Electricity Charges, Water charges, Telephone charges, Security charges, Sanitation charges and routine maintenance of electrical and civil charges of Emporium, packing charges will be borne by the selected Agency. Electricity, Water, Telephone charges will be deducted from the amount payable to the agency on every month from sales amount of the Handicrafts/Handloom items, if paid by DSIIDC.
- x) Major repair of capital nature like major civil work, if required will be borne by the DSIIDC.
- xi) Agency shall be liable for any defect reported either by DSIIDC or by Customer. However, in case of any internal fixture and fitting to be put, the agency can make the said changes subject to permission being granted by DSIIDC in writing.

5) Eligibility Criteria

- i) Any agency, firm, Company, having the experience of 3 years of dealing in retail sales of handicrafts, handlooms, readymade garments, gift products, artefact etc. and having business turnover of Rs.3.2 crore is eligible for participation in the tender.
- ii) Any bidder who is having criminal record or black listed by the Central Government/State Government/Govt. Institutions/PSU are not eligible to participate in the bidding process.
- iii) In support of having experience of dealing in handicrafts, the agency will submit necessary proof in this regard. Further, to prove the business turnover of Rs. 2.5 crore, the agency has to produce the audited balance sheet for the year 2019-20, 2020-21 and 2021-22 along with Income Tax return & GST returns for respective years and latest GST return for June 2022 (GSTR-3B & GSTR-1).

6) Earnest Money Deposit

- i) The bids must be accompanied by earnest money of Rs. 800000/- to be deposited through RTGS of a Scheduled Bank in favour of DSIIDC Ltd Account No. **00950200001456**, Bank name- Bank of Baroda, Branch B-Block, Connaught Place, IFSC Code-**BARB0CONNAU** by the due date & time of closing of tender. **A scanned receipt of the same needs to be uploaded.**
- ii) The tenders submitted without EMD will not be entertained. No exemption from payment of EMD will be given to any Agency/bidder.

- iii) EMD of unsuccessful bidders will be refunded within 15 days after finalisation of contract.
- iv) EMD of selected bidder will be refunded on submission of Security Deposit.
- v) EMD of bidders who withdraws their bid, after opening of technical bids/financial bids will be forfeited.

7) Security Deposit

- i) The selected agency, immediately on award of the tender, has to deposit Security deposit of 10% of the total bid in the form of FDR/Bank Guarantee in favour of Delhi State Industrial and Infrastructure Development Corporation Ltd. The security deposit should be valid for the period of 3 years. In case the contract is extended, the agency shall be required to extend the validity of FDR/Bank Guarantee.
- ii) In case of failure to perform the contract by the agency, as per terms and condition of the tender/agreement, entire security deposit will be forfeited by the DSIIDC.

8) Price bid

- i) The bidder has to quote the Minimum Sales target not below Rs 4.00 Crores without applicable taxes for 1 year to be achieved by the agency. In case the agency fails to achieve minimum targeted sale, the security money will be adjusted to recover profit margin attributable to DSIIDC considering the minimum target sale been made.
- ii) In case security money is insufficient to recover above amount, the balance amount shall be recovered from next month sale proceeds or sale proceed of stock withheld. However, in case of last month sale for the tender period, any shortfall in the margin of DSIIDC, shall be adjusted from the total sale proceeds of same month and for further shortfall, if any, agency shall be legally liable to pay the same to DSIIDC.

9) Period of Contract

Selected agency will be awarded contract for managing and running the operations of Delhi Emporium for a period of 3 years. This period is further extendable for further 2 years on year-to-year basis on the sole decision of DSIIDC in writing. During the 2nd and subsequent years, there will be automatic revision of sales target, initially quoted and approved or the sale in previous year whichever is higher, to the extent of 5% every year cumulatively, taking into account inflation. The other terms and condition during currency of contract will remain same.

10) Nature of Contract

The proposed contract shall not be treated or construed/ interpreted as “Leave and License Agreement” or “Lease Agreement”. Bharti Delhi Emporium will remain in possession of DSIIDC. No rights or interest of whatsoever nature will be created in favour of the Agency by “Bharti Delhi Emporium” with respect to the Emporium. The contract will be strictly a facility given to the agency for managing, displaying and selling Handicrafts, Artefacts at the Emporium as described in the “scope of work”.

11) Termination of the Contract

DSIIDC and the selected agency can terminate the contract by giving 90 days advance notice in writing. If the Agency issues notice of termination of contract to the DSIIDC before completion of three year period, then the security deposit will be forfeited in favour of DSIIDC. In case Agency fails to observe the terms and conditions of the agreement, the DSIIDC can terminate the contract and the agency would not be entitled to any compensation in this regard.

12) Minimum Sales Target to be quoted for using the space, infrastructure at Delhi Emporium.

The Sales Target to be quoted by Agency shall not be less than Rs. 4.00 crore per annum without applicable taxes. The Sales target quoted less than Rs. 4.00 crore will not be considered for award of contract.

13) Award of Contract

The tenderer qualified in the technical bid, who has quoted the highest sales target, over and above the minimum Sales target of Rs. 4.00 crore without taxes will be considered for awarding the contract.

- 14) The Contract shall be interpreted in accordance with the laws of the Union of India and will be under the jurisdiction of court in Delhi.
- 15) The DSIIDC reserves the right to accept or reject any or all tenders without giving any reason thereof in public interest.
- 16) A committee constituted by MD, DSIIDC shall select National/State Awardees artisans for allotment of 10% space (out of 60% of the space) reserved for sale of items on consignment basis. In this case, 10% of actual sale will be charged as service charges from the artisans selected for this space. The artisans will demonstrate their craftsmanship in front of the committee for selection. Only one craftsman from one family will be allowed to display/sale the products in this space.
- 17) If any time, the party is prevented to perform its obligations by reason of force majeure, any war, hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosions or any other like causes which is beyond agency control, then DSIIDC will not be liable to make any payment for such days.

18) PROCEDURE FOR SUBMISSION OF TENDER :

- I) The tender is divided into two parts - Part I Technical Bid and Part II Price bid as per details given below:

(a) Part I of the tender would include the following documents and the same should be uploaded, in the online tender portal. If any documents are not uploaded, their online bid will be treated as invalid and price bid will not be opened.

- i) Copy of proof of earnest money deposit of Rs.8,00,000/-.
- ii) Certificate showing the experience of minimum 3 years in dealing Handicraft/Artefacts business.
- iii) Experience certificate issued by Govt. of India/State Govt. or any Government department or any Agency recognised by the Govt.
- iv) Solvency certificate of Rs. 1.00 crore from the Govt. authorities, or Bank.
- v) Copy of Registration certificate of GST and TAN.
- vi) Copy of PAN/ITR.
- vii) In case of partnership firm, copy of partnership deed.
- viii) In case of Joint venture with other company for the purpose of tender, copy of registered joint venture agreement.
- ix) Copy of Audited Financial Statements (including P& L A/c and Balance Sheet) for the last 3 years.
- x) Detailed profile of the proprietorship firm, partnership firm or Company.
- xi) An affidavit that the agency has not been blacklisted earlier.

(b) Part 2 of the tender relates to Price bid. In this bid, the bidder has to upload only price bid/Sales target of Handicraft/Handloom etc. items per year. Tenderer submitting insufficient information/documents and not fulfilling tender conditions and not accepting the conditions specified in the tender shall be liable for disqualification for opening of price bid. Conditional offer shall not be accepted.

- II) Tenderer may submit any other information which will be useful for the purpose of finalizing the offer. All the pages of the tender documents have to be signed and stamped by the tenderer.
- III) All documents to be submitted through online only.

Tender Inviting Authority: Delhi State Industrial & Infrastructure Dev. Corporation Ltd.

Name of Work - Engagement of an Agency to manage overall operation and running of the Bharati Delhi Emporium, Delhi

Contact No. 011-23363287, 011-23340343

Bidder Name	
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PRICE BID TO BE SUBMITTED IN COMMERCIAL ENVELOPE PART II

(This template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only).

S.NO	Items Description	Reserved amount Without taxes (in Rs.)	Sale Target quoted by the Bidder without taxes (in Rs. In figures)	Sale Target quoted by the Bidder without taxes (in Rs. in words)
	Sale Target	4,00,00,000/-		