

**Public Private Partnership in
Equip, Operate, Maintain & Transfer (EOMT) of
Mall Block of the Crafts Complex, Vasant Kunj, New Delhi**

REQUEST FOR PROPOSAL (RFP)

BID DOCUMENT

INSTRUCTIONS TO BIDDERS

February 2026

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Notice Inviting Bid

Bid/ Package no.: CC-02-PPP-2026

Dated: 03/02/2026

The Office of Development Commissioner (Handicrafts), Ministry of Textiles, Government of India seeks bids for the Equip, Operation, Maintenance and Transfer (EOMT) of the Mall Block of the Crafts Complex, Vasant Kunj, New Delhi.

The complete Bid document can be viewed / downloaded from the e-procurement portal of Government of India <https://eprocure.gov.in/eprocure/app> from 03/02/2026. Bid must be submitted online only at <https://eprocure.gov.in/eprocure/app>. Technical submission of the bids received online shall be opened on 24/03/2026 (at 18:00 hours IST).

Pre bid meeting will be held on **18/02/2026**.

Any amendments to the RFP and Bid process will be notified through e- tender portal only.

Assistant Director,
Office of the Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India.
Address: Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi, 110070
Phone No: 011-26177781, 011-26178640
Email: cc.dch@handicrafts.gov.in

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of

its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Associate	As defined in Clause 2.1.17
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid Due Date	As defined in Clause 1.1.5
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Bid Concession Fee	As defined in Clause 1.2.6
Bid Security	As defined in Clause 1.2.4
Concession	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Eligible Project	As defined in Clause 2.2.2
Financial Capacity	As per Clause 2.2.2
Government	Government of India
Highest Bidder	As defined in Clause 1.2.6
Jt. Bidding Agreement	As per Clause 2.1.14
Lead Member	As per Clause 2.1.8
LOA	As defined in Clause 3.6.4
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.3 (ii)
O&M	Operations and Maintenance
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
SPV	As per Clause 2.1.14
Selected Bidder	As defined in Clause 3.6.1
Technical Capacity	As per Clause 2.2.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

SECTION 1

INTRODUCTION

1.1. **Background**

1.1.1 The Office of Development Commissioner (Handicrafts), Ministry of Textiles, Government of India (the “**Authority**”) serves as the nodal agency for all handicraft and artisan-based initiatives in the country. It plays a pivotal role in supporting the development, marketing, and export of Indian handicrafts, while also working towards the promotion and preservation of diverse craft forms and artisanal skills. The handicrafts and handloom sector occupies a vital position in the national economy, generating significant employment opportunities across rural and semi-urban areas and contributing to foreign exchange earnings, all while safeguarding India’s rich cultural heritage.

In alignment with its mission, the Authority proposes to develop the Crafts Complex at Vasant Kunj, New Delhi, as a premier, design-led retail destination dedicated to showcasing the excellence and diversity of Indian handicrafts and handlooms. Strategically located adjacent to elite retail hubs such as DLF Promenade, DLF Emporio, and Ambience Mall, the site is classified as a "premium mall location" by the Delhi Development Authority (DDA). This positioning offers the Crafts Complex a unique advantage in attracting high-value foot traffic and aligning with a premium consumer base.

Unlike conventional state-run handicraft emporiums, the Crafts Complex is envisioned as a next-generation intervention—an elevated, curated space that positions Indian crafts in the niche and premium lifestyle segment. Designed to serve as the finest example of retail design-led infrastructure in the capital, the Complex aims to reimagine the way consumers engage with handcrafted Indian products by blending heritage with modern aesthetics and consumer experiences.

Given the ambition and strategic significance of this Project, it is imperative that the capable and experienced player in the sector be engaged for the task. Accordingly, the Authority has decided to undertake a transparent bid process to select a suitable applicant (the “**Bidder**”) to equip, operate, maintain, and transfer of the Mall Block of the Crafts Complex with its built-up area, open area together with Project Assets and Project Facility situated at Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi - 70 in accordance with the provisions of this Agreement and includes all works, services and equipment relating to or in respect of the Scope of the Project (the “**Project**”).

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for equipping works, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding

Documents pursuant hereto.

The scope of work for the Selected Bidder is presented at Appendix-VIII. This will broadly include the below-mentioned activities subject to and in accordance with the provisions of this Agreement; and Performance and fulfilment 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:

- Manage, curate, equip, operate & maintain the existing Facility/(ies) at its own cost
- Deploy the required human resources with adequate skill and number for proper functioning of the Facility with required standards
- Upgrade, enhance, augment and carry out all operations and maintenance of the Facility
- Arrange for all finance for operation and maintenance of existing Facility/(ies), proposed augmentation, enhancement for satisfactorily fulfilment of its obligation in accordance with bidding document (RFP/ Agreement).
- Earn revenue by selling handicrafts/ handloom products, renting spaces within the Facility to third parties belonging to handicraft/handloom sector, selling tickets for the use of parking spaces, conducting events related to handicrafts/handloom sector within the Facility etc.

The Authority reserves the right to amend, revise the scope of work of the project during any stage of the selection process.

1.1.3 The Concession Agreement for the Project sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

1.1.4 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.5 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid Due Date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2. Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage two-part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be

invited under two parts. Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of Rs. 11,800 (Rupees Eleven thousand eight-hundred only) as the cost of the RFP process. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive as per the eligibility and qualifications requirements as per this RFP.

GOI has issued guidelines (see Annexure V of Appendix-IA of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA. The Selected Bidder shall be required to comply with all relevant guidelines of Government of India, issued, from time to time.

- 1.2.2 Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.2.3 The complete Bidding Documents including the draft Agreement for the Project are enclosed for the Bidders. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 1,00,00,000 (Rupees One Crore Only) (the "Bid Security") refundable not later than 240 (Two hundred & forty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide the Bid Security in the form of a bank guarantee acceptable to the Authority, and in such event the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 120 (one hundred twenty) days, and may be extended as may be mutually agreed between the Authority and the Bidder and upon receipt of written approval from the bank from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.
- 1.2.6 A Concessionaire shall be selected for the Project on the basis of the Highest Annual Concession Fee (the “**Bid Concession Fee**” for the Project). The Concession Period is pre-determined, as indicated in the Concession Agreement. The Bid Concession Fee shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project may be awarded to the Bidder quoting the Highest Bid Concession Fee.

In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is quoting the highest Bid

Concession Fee for the Project.

1.2.7 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws, fails to physically submit documents mentioned in Clause 2.11.2 or is not selected for whatsoever reason except the reason mentioned in Clause 3.6.1. In the event that none of other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh bids from the remaining Bidders or annul the Bidding Process.

1.2.8 The Concessionaire shall be entitled to levy and charge a user fee from users of the Project.

1.2.9 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 by the specified date below with identification/title: "Queries / Request for Additional Information: RFP for EOMT of the Crafts Complex Project, New Delhi"

1.3. Schedule of Selection Process

The Authority shall endeavor to adhere to the following schedule:

SN	Description	Date
a)	Date of uploading of RFP & other Documents (online)	03.02.2026 Time: 17.00 hrs.
b)	Documents download start date (Online)	03.02.2026 Time: 18.00 hrs.
c)	Documents download end date (Online)	23.03.2026 Time: 12.00 hrs.
d)	Last date of submission of pre-bid queries for the first pre-bid meeting (can be raised through e-mail) (e-mail ID: cc.dch@handicrafts.gov.in)	16.02.2026 Time: 18.00 hrs.
e)	First Pre-bid meeting Date & Time	18.02.2026 Time: 14.00 hrs.
f)	Last date of submission of pre-bid queries for the second pre-bid meeting (can be raised through e-mail) (e-mail ID: cc.dch@handicrafts.gov.in)	27.02.2026 Time: 12.00 hrs.
g)	Second Pre-bid meeting Date & Time	03.03.2026 Time: 14.00 hrs.
h)	Last date and time of submission of Bid Security and Demand Draft towards cost of tender documents	23.03.2026 Time: 12.00 hrs.
i)	Bid Submission End Date & Time	23.03.2026 Time: 18.00 hrs.
j)	Time and Date of Opening of Technical Bid (Bid will be opened by the Authorized Officers)	24.03.2026 Time: 18.00 hrs.
k)	Date for opening of Financial Proposal (Online)	To be notified later
l)	Submission of Original Documents as per Clause 2.11.2	To be notified later
m)	Notice/ Letter of Award (LoA)	To be notified later
n)	Acceptance of Letter of Award (LoA)	Within 14 days of issuance of LoA
o)	Signing of Concession Agreement	Within 45 days of issuance of LoA
p)	Bid Validity	180 days from Bid Due Date

SECTION-2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Selection process

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Any information related to the Project and/ or Project Facility is being provided only as a preliminary reference by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the aforementioned shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of these reports.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4 The Bid shall be furnished in the format exactly as per Appendix-I i.e. Technical and Financial Bid as per Appendix IA and Appendix IB respectively. Bid Concession Fee amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder shall deposit a Bid Security of Rs. 1,00,00,000 (Rupees One Crore Only) in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit demand draft of Rs. 11,800 (Rupees Eleven thousand eight hundred only) towards cost of bid document. The Demand Draft shall be in the name of Sr. Accounts Officer (CPAO DC(Handicrafts)).

- 2.1.6 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 120 (one hundred and twenty) days and may be extended as may be mutually agreed between the Authority and the Bidder and upon receipt of written approval from the bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 240 (Two hundred and forty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.
- 2.1.7 The Bidder should upload a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.8 In case the Bidder is a Consortium, the Members thereof should upload a Power of Attorney in favour of any Member, such Member shall thereafter be identified as the Lead Member, in the format at Appendix – IV^e. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix V shall be uploaded by the bidder.
- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents, and the Bid shall be in English language.
- 2.1.11 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

^e *In case of a Consortium, the Members should upload a Power of Attorney in favour of the any Member as per the format as Appendix-IV. Such Member shall thereafter be identified as the Lead Member. The Lead Member should upload a power of Attorney as per the format in Appendix-III, authorising the signatory of the Application. Members of the Consortium of need not upload Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application.*

2.1.12 This RFP is not transferable.

2.1.13 Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.

2.1.14 Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- a) the Bid should contain the information required for each member of the Consortium;
- b) 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 per cent) of the paid up and subscribed equity of the Concessionaire. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium.
- c) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- d) an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
- e) members of the Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- f) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “Jt. Bidding Agreement”), for the purpose of submitting Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - (i) convey the intent to form an SPV, solely for the purpose of domiciling the Project(s) and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;

- (iii) commit the minimum equity stake to be held by each member;
- (iv) commit a minimum equity holding requirement for the members as per Clause 2.2.2 (C)
- (v) mandate members of the Consortium to undertake that they shall collectively hold their respective share of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the Appointed Date (the “Appointed Date” shall have the meaning as set forth in the Concession Agreement) of the Project ; and;
- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

g) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority

2.1.15 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.16 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

During the bidding process and prior to execution of the Concession Agreement for the Project, any default by the Concessionaire under this RFP shall entitle the Authority to cancel the Project. Upon such cancellation, the provisions of Clause 1.2.7 of this RFP shall apply.

2.1.17 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2 and 2.2.3, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or

indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or contract.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.18 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.19 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.20 All Orders of Ministry of Finance, GoI/DPIIT, GoI/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidders the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.14.

(c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/ 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional

loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) such Bidder or any Associate thereof has appointed any official of the Authority, any official of the Advisors of Authority for the Project, Legal Advisors of Authority for the project(s), Financial Advisors of Authority for the project(s), dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2, shall include each Member of such Consortium.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Appointed Date of the Project”

Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Bid Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure

the Conflict of Interest arising in respect thereof. However, his financial bid shall not be opened.

Provided further, in case the Authority seeks information / clarification from Bidder(s) related to occurrence / non-occurrence of Conflict of Interest and the Bidder(s) fail(s) to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.20.6 (a) and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for this RFP, the Bidder shall fulfil the following conditions of eligibility:

A.(i) Eligible Project: The following experience would qualify as an Eligible Project:

i. For the purposes of this RFP, the following projects would be deemed as an Eligible Project:

- **Mall** which means a large retail complex containing a variety of stores and/ or restaurants and other business establishments housed in a series of connected or adjacent buildings or in a single large building and/ or;
- **Convention Centre** which means a building or group of buildings where large groups of people gather for meetings, conferences or events and/ or;
- **Shopping Centre** which means to include a group of retail stores, service establishments (restaurants, salons, theatres, cinema etc.) and common areas which are collectively managed by a single entity and/ or;
- **Retail outlet** which means a building or a store in a building which sells goods to the public and/ or;
- **Hotel** as per Guidelines provided by Ministry of Tourism - 'Revised Guidelines for approval of Hotels at Project Stage and Star Classification /Re-Classification of Operational Hotels' dated 19 Jan 2018

AND

ii. Each of the above-mentioned project(s) should cover the following to be considered as an Eligible Project:

- Paid for, or incurred expenditure of at least INR 20,00,00,000 (INR Twenty Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed towards 'operations and maintenance' and 'marketing' activities at the project.

AND

- Collected revenues, or received payments of at least INR 16,00,00,000 (INR Sixteen Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed in the form of lease rentals from tenants and/ or sale of goods at the location of the project.

A.(ii) For a project to qualify as an Eligible Project: (i) the entity claiming experience should have held, in the company owning or operating the Eligible Project, a minimum of 26% (twenty-six per cent) equity or share in revenue, during the entire five (5) financial years for which eligible experience is being claimed.

A.(iii) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the bidder shall be required to score 70 or more marks as per below.

The Bidder shall, in the past 10 (ten) financial years preceding the Bid Due Date, have demonstrated the following:

SN	Parameter / Criteria	Max Marks
1A	<p>Experience of Eligible Project (as per A (i) and A(ii)) for at least 5 (five) years in the past 10 (ten) financial years preceding the Bid Due Date as per follows:</p> <p>i. One Eligible Project(s), having a minimum built-up area of 60,000 sq. ft. OR; ii. Two Eligible Project(s), each having a minimum built-up area of 40,000 sq. ft.;</p> <p>Please fill in as per Appendix IA – ANNEX-III - PART A</p>	36
1B	<p>Additional marks (up to a maximum of 24 marks) shall be granted for experience of at least 5 (five) years in the past 10 (ten) financial years preceding the Bid Due Date, for each additional Eligible Project (as per A (i) and A(ii)) as follows:</p> <p>i. Eligible Project having a built-up area of more than 30,000 sq. ft. and less than or equal to 40,000 sq. ft. – 8 marks ii. Eligible Project having a built-up area of more than 40,000 sq. ft. and less than or equal to 60,000 sq. ft. – 12 marks iii. Eligible Project having a built-up area of more than 60,000 sq. ft. – 24 marks</p> <p>Please fill in as per Appendix IA - ANNEX-III - PART B</p>	24
1C	<p>Operation of 1 (one) Retail Outlet of Handicrafts and/ or Handloom as per definition provided in Appendix VIII – 10 marks</p> <p>For each additional Retail Outlet(s) of Handicrafts and/ or Handloom, 5 (five) marks each shall be granted subject to a maximum of 10 (ten) additional marks.</p> <p>Please fill in as per Appendix IA - ANNEX-III - PART C</p>	20
1D	<p>Cumulative procurement value of Handicraft and/ or Handloom products in any 5 (five) financial years out of the past 10 (ten) financial years preceding Bid Due Date: OR Cumulative sales value of Handicraft and/ or Handloom products in any 5 (five) financial</p>	20

	<p>years out of the past 10 (ten) financial years preceding Bid Due Date:</p> <p>i. INR 2.4 Crore - INR 4.8 Crore - 15 marks ii. More than INR 4.8 Crore – 20 marks</p> <p>Please fill in as per Appendix IA - ANNEX-III - PART D</p>	
		Total Score 100

B. Financial Capacity: The Bidder shall have

i. minimum Net Worth of Rs. 20,00,00,000 (Rupees Twenty Crore only) at the close of the preceding financial year i.e. FY 2024-25.[§]

AND

ii. minimum average annual turnover of Rs. 160,00,00,000 (Rupees One hundred and Sixty Crore Only) of the last three financial years (i.e., 2022-23, 2023-24 and 2024-25).

C. In case of a Consortium, the combined Technical Capacity and average annual turnover of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 5 (five) years from the Appointed Date, hold their respective share of the subscribed and paid up equity of the SPV;

In case of a Consortium, the Net Worth of only the Lead Member of the Consortium shall be considered for computation of the minimum Net Worth of the Bidder.

[§] In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.

2.2.3 The Bidders shall enclose with its Bid, to be uploaded as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors and/ or the concerned client(s) stating that the Bidder has completed all aspects of the Eligible Project mentioned under Technical Capacity.
- (ii) Certificate(s) from its statutory auditors[§] specifying the Net Worth as at the close of the preceding financial year – FY 2024-25, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this RFP, Net Worth (the “**Net Worth**”) shall mean the aggregate value of the paid- up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

(iii) Certificate(s) from its statutory auditors specifying the Average Annual Turnover of the last three financial years i.e. FY 2022-23, 2023-24 and 2024-25.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, traffic, surroundings, climate, availability of power, water & other utilities access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them, including but not limited to perpetual lease with DDA. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of

information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or the SPV has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the

Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

D. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids
Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous
Section 7. Roles and Responsibilities

Appendices

IA Letter comprising the Technical Bid (including Annexure I to VII)
IB Letter comprising the Financial Bid
II Bank Guarantee for Bid Security
III Power of Attorney for signing of Bid
IV Power of Attorney for Lead Member of Consortium
V Joint Bidding Agreement for Consortium
VI Certificate Regarding Compliance with GFR
VII Details of the Project facility
VIII Scope of the Project
IX Performance Security

2.7.2 The draft Concession Agreement is provided by the Authority as part of the Bid Documents and shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The responses will be published on the e-procurement portal (<https://eprocure.gov.in/eprocure/app>) by the Authority.

2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling

or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be published on the e-procurement portal (<https://eprocure.gov.in/eprocure/app>).

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

E. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, demand draft/ proof of payment towards cost of bid document, POA and Joint Bidding Agreement etc. as specified in Clause 2.11.1 of the RFP are uploaded along with the Bid.

2.10.2 The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Documents comprising Technical and Financial Bid

2.11.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal <https://eprocure.gov.in/eprocure/app> comprising of the following documents along with supporting documents as appropriate

Technical and Financial Bid

- (a) Appendix-IA and IB (Letters comprising the Technical and Financial Bid) including Annexure I to VII and supporting certificates / documents.
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V
- (e) copy of Memorandum and Articles of Association of the Bidder or of each Member (in case of Consortium), if the Bidder is a body corporate.
- (f) Copies of Bidder's or of each Member (in case of Consortium) duly audited balance sheet and profit and loss statement for preceding 3 (three) years.
- (g) Bid Security of Rs. 1 Crores (Rupees One Crore Only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.
- (h) Copy of demand draft/ Copy of proof of payment of Rs. 11,800 (Rupees Eleven thousand eight hundred only) towards cost of Bid Documents

- (i) An undertaking from the person having PoA referred to in Sub-Clause-(b) above that they agree and abide by the Bid documents uploaded by the Authority and amendments uploaded, if any.
- (j) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per format given in Appendix-VI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement.
- (k) Appendix-IB (Letter comprising the Financial Bid)^β

^β Appendix – IB shall be uploaded in a separate folder along with the financial quotation

2.11.2 The Bidder shall be required to submit original of documents listed below (after declaration of bid evaluation result by the Authority) physically:

- (a) Original Power of Attorney for signing the Bid as per format at Appendix-III;
- (b) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (c) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix-V
- (d) An undertaking from the person having PoA referred to in Sub Clause-(a) above that they agree and abide by the Bid documents uploaded by the Authority and amendments uploaded, if any.
- (e) Original Statement of Legal Capacity as per format at Annexure IV to Appendix IA.
- (f) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per format given in Appendix-VI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement.

2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed and shall be required to be submitted to the Authority in original on or before the date and time mentioned in the clause 1.3 of this RFP. The envelope shall clearly bear the identification "BID_for Public Private Partnership in Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi " and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

If the Bidder fails to submit the original documents listed at clause 2.11.2, its Bid shall be summarily rejected.

2.11.4 Physical submission of documents mentioned in Clause 2.11.2 shall be addressed to one of the following officer and shall be submitted at the respective address:

ATTN. OF: Mr. Pradeep Yadav
DESIGNATION: Assistant Director
ADDRESS: Office of Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India,
Plot No. 8, Nelson Mandela Marg, Vasant Kunj,
New Delhi – 110 070.

E-MAIL ADDRESS: cc.dch@handicrafts.gov.in

Contact Number: +91 7052256133, 011-26177781, 011-26178640

- 2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.11.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 Bid Due Date

Technical & Financial Bid comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal <https://eprocure.gov.in/eprocure/app> on or before as mentioned in Schedule of Selection Process (Clause 1.3). Documents listed at clause 2.11.2 of the RFP shall be physically submitted after declaration of bid evaluation result by the Authority. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 Late Bids

E-procurement portal <https://eprocure.gov.in/eprocure/app> shall not allow submission of any Bid after the prescribed date and time at Clause 2.12. Physical receipt of documents listed at Clause 2.11.2 of the RFP after the prescribed date and time at Clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of Bid documents

2.14.1.1 It is mandatory for all the Bidders to have Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) from any of the licensed Certifying Agency to participate in e-tendering of the Authority. The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the DSC.

The Authorized Signatory holding Power of Attorney (POA) and the person executing/ delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.

2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm/ Consortium with e-procurement portal - (<https://eprocure.gov.in/eprocure/app>) to have user ID and password. Following may kindly be noted:

a) Bids can be submitted only during the validity of registration.

2.14.1.3 If the firm/ Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the firm / Consortium is not required to apply for a fresh registration.

2.14.2 Preparation & Submission of Bids:

2.14.2.1 The Bidder may submit his Bid online following the instruction appearing on the screen. A set of eProcurement guidelines containing the detailed guidelines for e-procurement is also available on e-procurement portal of the Authority.

2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than the size informed on the e-procurement portal) and uploaded during the online submission of Bid.

2.14.2.3 Bid must be submitted online only through e-procurement portal - <https://eprocure.gov.in/eprocure/app> using the digital signature of authorized representative of the Bidder on or before as mentioned in Schedule of Selection Process.

2.14.3 Modifications/ Substitution/ withdrawal of Bids

2.14.3.1 The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date and Time.

2.14.3.2 For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid.

2.15 Online Opening of Bids

2.15.1 Opening of Bids will be done through online process.

2.15.2 The Authority shall open the Technical Bids online on the date as mentioned in Schedule of Selection Process, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.16 Rejection of Bids

- 2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

F. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crore (Rs. One Thousand Crore), in favour of the Authority in the format at Appendix-II (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date and a claim period of 120 (one hundred twenty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and upon receipt of written approval from the bank. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2I of the Reserve Bank of India Act, 1934.

The Bidder shall ensure physical submission of the Bid Security and the Demand Draft towards cost of the tender documents on or before the Bid Due Date and Time at the address of the Authority. The Bidder shall submit the Bid Security and the Demand Draft towards cost of tender documents in a sealed envelope titled ‘BID SECURITY – CRAFTS COMPLEX’ to

Mr. Pradeep Yadav,
Assistant Director,
Office of Development Commissioner (Handicrafts)
Office Block, Crafts Complex,
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 70.

2.20.2 Any Bid not accompanied by the Bid Security and Demand Draft towards cost of the tender documents shall be summarily rejected by the Authority as non-responsive.

2.20.3 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.

2.20.4 The Selected Bidder’s Bid Security will be returned, without any interest, upon the bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of bid security occurring due to operation of para 2.20.6 (a), the damage so claimed by the Authority shall be restricted to 5% of the value of the bid security.

- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) In the case of Selected Bidder, if it fails within the specified time limit
 - i) to sign and return the duplicate copy of LOA;
 - ii) to sign the Concession Agreement; or
 - iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
- e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

For the avoidance of doubt, the Bid Security applicable to the project will be forfeited as damages, for the abovementioned defaults of the bidder. In addition, such default shall also entitle the Authority to cancel the Project and upon such cancellation, the provisions of Clause 1.2.7 of this RFP shall apply.

SECTION-3- EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

- 3.1.1 The Authority shall open the bids received online on the date as mentioned in Schedule of Selection Process, at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend. Technical Bid of only those bidders shall be evaluated whose documents listed at clause 2.20.1 of the RFP have been received physically in accordance with the RFP. The Authority shall prepare minutes of the Bid opening, including information disclosed to those present at the time of Bid opening.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section.
- 3.1.3 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 3.1.4 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.5 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.6 If a Bidder does not provide clarifications sought under Clause 3.1.5 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.2 Tests of responsiveness

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
 - (a) Technical Bids received online as per the format at Appendix-IA including Annexure I to VII;
 - (b) Bid Security is uploaded on e-procurement portal as specified in Clause 2.1.5 and 2.1.6 and submitted physically as specified in Clause 2.20.1;
 - (c) Power of Attorney is uploaded on e-procurement portal as specified in Clauses.2.1.7;

- (d) Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.8, if so required;
- (e) Technical Bid contain all the information (complete in all respects);
- (f) Technical Bid does not contain any condition or qualification;
- (g) Technical Bid contains proof of payment of Rs. 11,800 (Rupees Eleven thousand eight-hundred only) towards cost of Bid document
- (h) it is not non-responsive in terms hereof.

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

3.3 Details of experience

- 3.3.1 The Bidder should furnish the details of Eligible Experience as per Clause 2.2.2 in the prescribed format as per Appendix IA - Annex III.

3.4 Financial information for purposes of evaluation

- 3.4.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years (i.e. FY 2022-23, 2023-24 and 2024-25), preceding the year in which the Bid is made.
- 3.4.2 In case the annual accounts for the latest financial year (FY 2024-25) are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years (i.e. FY 2021-22, 2022-23 and 2023-24) preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish the minimum Net Worth and Average Annual Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annex-II of Appendix-IA.
- 3.4.4 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- 3.4.5 The Authority will get the Bid security verified from the issuing authority and after due verification, the Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 and 2.2.2 of this RFP. A Bidder shall be considered as a Technically Responsive Bidder who meets the criteria specified in Clause 2.2, Clause 3.2 and Clause 3.4 of the RFP.
- 3.4.6 After evaluation of Technical Bids, the Authority will publish a list of Technically Responsive

Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

3.5 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically Responsive Bidders through e-procurement portal and Email. The Authority shall open the Financial Bids online on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid Concession Fee quoted by the Technically Responsive Bidders. The Authority shall prepare a record of opening of Financial Bids and shall declare bid evaluation result. The Bidders shall be required to physically submit original of documents mentioned in Clause 2.11.2 after declaration of bid evaluation result by the Authority.

3.6 Selection of Bidder

- 3.6.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2, eligible in terms of Clause 2.2 and who quotes Highest Bid Concession Fee shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.6.2 In the event that two or more Bidders quote the same Bid Concession Fee ("**Tie Bids**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.6.3 In the event that the Highest Bidder withdraws, fails to physically submit documents mentioned in Clause 2.11.2, or is not selected for any reason in the first instance, the Authority may, subject to provisions of Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division, Government of India vide F.No. 6/18/2019-PPd, dated ²3rd July 2020, or its any subsequent modification/substitution/clarification thereof, invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder within 7 working days. If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority shall annul the Bidding Process and invite fresh Bids.
- 3.6.4 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 14 (Fourteen) 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 of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.7 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.8 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.9 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.10 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4-FRAUD AND CORRUPT PRACTICES

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter

concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION-5-PRE-BID CONFERENCE

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the prospective Bidders shall be convened at the designated date, time and place. A maximum of four (4) representatives of each prospective Bidder shall be allowed to participate on production of authority letter from the Bidder. It is suggested that the representatives from commercial/ marketing, finance and legal teams of the Bidder be present for the pre-bid conference in order to gain maximum understanding from the discussions during the conference.
- 5.2 During the course of Pre-Bid conference(s), the prospective Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION - 6 - MISCELLANEOUS

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 Bidders must not enter into any arrangements with suppliers of equipment or software that would restrict the supplier's ability to supply such equipment or software to other bidders for the purposes of planning, building or operating the Project. Bidders are also not permitted to agree with suppliers of equipment or software any form of restriction as to the prices charged or other terms and conditions that such suppliers may agree with any other Bidders.
- 6.5 The Authority reserves the right to disqualify any Bidder that:
 - Colludes or attempts to collude with another bidder in determining its bids OR releases confidential information with the effect or intention of modifying the bidding behaviour of other pre-qualified bidders;
 - Breaches or attempts to breach the secure measures within the e-tendering portal;
 - Prevents or attempts to prevent any other Bidder from accessing the e-tendering portal;

In the event of such disqualification, a Bidder's Bid Security will be forfeited and the Authority may undertake other penal action as well against such a Bidder. The Authority reserves the right to impose a fine equal to some or all of a bidder's deposit for less serious breaches of these rules. Such fines shall be deducted from that Bidder's Bid Security.

6.6 Footnotes and references

Footnotes and references to the main clauses shall form an integral part of the RFP.

SECTION-7 – ROLES AND RESPONSIBILITIES

7.1 Responsibilities of the Authority

7.1.1 The Authority shall be responsible for handing over the Project Facility to the Concessionaire as per the terms and conditions of the Concession Agreement. The Project Facilities shall be handed over as cold shell structure with completed civil works as detailed in Appendix VII to this RFP.

7.1.2 The Authority has provided basic connections for the utilities including water, electric power, gas, STP and HVAC to the Mall Block. The maintenance of the same shall be the responsibility of the Concessionaire.

7.1.3 The Authority shall provide marketing support by providing operational assistance through placement of promotional material, at its own cost and at mutually agreed locations (unipoles, hoardings, newspapers etc.) with the Concessionaire. The Authority shall provide the marketing support for the initial three (3) years of the Concession Period. The Authority shall allocate a budget towards marketing support costing not more than INR 50,00,000 (INR Fifty Lakhs) per year. The expenditure towards the execution of marketing activities as mentioned above shall be on actuals as per DAVP rates. However, the promotional material shall be designed by the Concessionaire at its own cost.

7.1.4 The Authority shall reserve and maintain the space mentioned at SN C-1, Table A-1, Appendix-VII. The Authority shall not pay any rentals to the Concessionaire for reservation and use of the specified space. The Authority shall be responsible for fitting out the space with required equipment, furniture etc. and conducting housekeeping services for the reserved space. The Authority shall also be responsible for making payments towards usage of electricity as per actual consumption, monitored through a separate sub-meter for the reserved space.

7.1.5 The Authority shall host up to 12 events per year @ INR 50,000 (INR Fifty Thousand) per day towards the usage of the conference room.

7.2 Rights and Responsibilities of the Concessionaire

7.2.1 The Concessionaire shall be responsible for complete equipping and furnishing, operations, maintenance, and management of the Project Facility in accordance with Good Industry Practices. The Concessionaire shall be responsible for financing and undertaking the works related to furnishing, interiors, fit-outs, equipment installation etc, operations and maintenance of the Project Facility.

The utility consumption of electricity and water of HVAC unit, STP unit, fire-fighting system and any other equipment being shared by the Office Block and the Mall Block shall be paid by the Concessionaire.

The property tax, as applicable, on the Project Facility shall be payable by the Concessionaire as per the terms and conditions of the Concession Agreement.

7.2.2 The Concessionaire shall have the right to promote, manage bookings, sub-license spaces, fix charges / rates and earn revenues from operations of the Project Facility. The Concessionaires will have rights to manage, lease, price and collect revenues from the F&B activities also. The Concessionaire will have freedom to select tenants, enter into licenses, permissions, leave agreements for spaces within Project Facility and manage bookings for conference room and/ or other events within the guiding principles and the Mandate of the government as specified in this RFP at SN 3 of Appendix-VII. It must be noted that all the revenue generated from the Project Facilities shall be deposited into the Escrow Account in accordance with the terms of the Concession Agreement.

7.2.2.a The Concessionaire shall have the right to publish advertisements within the Project Facility which shall conform to Good Industry Practice and the guidelines issued by Government of India and/ or Ministry of Information and Broadcasting.

Irrespective of the time of the day and scale of the advertisement, **no** Advertisement or any marketing & promotional content related to the Project Facility that is on the content hereunder shall be allowed to display content containing, including but not limited to, pornographic content, sexual overtone, nudity, “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986, child abuse, racial abuse to any caste or community, violence, lottery tickets and political campaigns.

7.2.3 The Concessionaire shall have the right to modify the internal civil work only with prior notice to the Authority. However, the Concessionaire shall not harm / damage the civil structure of the Project Facility and the Office Block, nor shall it make any additions to the existing structure.

7.2.4 The Concessionaire shall be allowed to enter into licenses, permissions, leave agreements for spaces within Project Facility. All such sub-licenses/ permissions/ leave agreements shall be co-terminable with the Concession Agreement. The Concessionaire shall submit the format of the standard sub-license/ permission/ leave agreement to the Authority before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license/ permission/ leave agreement is required, the Authority may inform the Concessionaire regarding the same and the Concessionaire shall amend the sub-license/ leave agreement before entering into an agreement with the sub-licensee.

7.2.5 Upon expiry or termination of the Concession Agreement, the Concessionaire shall promptly handover to the Authority, in good condition and at zero cost, the Project Facility, including all movable and immovable assets provided by the Authority at the start of the tenure.

7.2.6 The Concessionaire shall maintain and make timely replacements as per shelf life, of the HVAC unit, STP unit, fire-fighting system and any other equipment of Office Block and Mall Block mentioned in Appendix VII at its own cost. Before bidding for the project, the Bidder may visit the Facility and seek the required information from the Authority to understand its scope in this regard.

7.2.7 The Concessionaire shall make timely payments to the Authority as per terms and conditions of the RFP and the Concession Agreement.

7.2.8 **Upfront Premium:** The Concessionaire shall pay to the Authority a one-time non-refundable upfront fee of ₹10,00,00,000 (INR Ten Crores Only) before execution of the Concession Agreement in the form of Demand Draft in the name of Sr. Accounts Officer (CPAO DC(Handicrafts)).

7.2.9 **Performance Guarantee:** The Concessionaire shall deposit with the Authority before signing of the Concession Agreement, Performance Security of INR 5,00,00,000 (INR Five Crores Only), in the form of a bank guarantee valid for a period of sixty-six (66) months from the date of issuance of Letter of Award. The Concessionaire shall be required to extend the validity of the Performance Guarantee to ensure that it remains valid for a period of 5 (five) years from the Commercial Operations Date of the Project Facility.

At least 15 (fifteen) days prior to release of the Performance Guarantee, a substitute Performance Security for the same amount shall be deemed to be created, as if it is a Performance Guarantee mentioned above for and in respect of the entire remaining Concession Period (the "Deemed Performance Security") as per the terms and conditions specified in the Concession Agreement.

After the expiry of the Performance Guarantee, it shall be returned by the Authority to the Concessionaire, subject to the terms and conditions of the Concession Agreement. The Bank Guarantee shall be issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crore (Rs. One Thousand Crore), in favour of the Authority in the format at Appendix-IX (the "Performance Security").

APPENDICES

- 1) **Appendix IA - LETTER COMPRISING THE TECHNICAL BID**
 - a. Appendix IA – Annex I – Details of the Bidder
 - b. Appendix IA – Annex II – Financial Capacity of the Bidder
 - c. Appendix IA – Annex III – Technical Capacity - PART A
 - d. Appendix IA – Annex III – Technical Capacity - PART B
 - e. Appendix IA – Annex III – Technical Capacity - PART C
 - f. Appendix IA – Annex III – Technical Capacity - PART D
 - g. Appendix IA – Annex III – Technical Capacity - PART E
 - h. Appendix IA – Annex IV – Statement of Legal Capacity
 - i. Appendix IA – Annex V – Guidelines of Department of Disinvestment
 - j. Appendix IA – Annex VI – Certificate from Statutory Auditor - PART A
 - k. Appendix IA – Annex VI – Certificate from Statutory Auditor - PART B
 - l. Appendix IA – Annex VI – Certificate from Statutory Auditor - PART C
 - m. Appendix IA – Annex VI – Certificate from Statutory Auditor - PART D
 - n. Appendix IA – Annex VII – Certificate from Statutory Auditor regarding Associate
- 2) **Appendix IB - LETTER COMPRISING THE FINANCIAL BID (NOT TO BE SUBMITTED IN THE TECHNICAL BID)**
- 3) **Appendix II** – Bank Guarantee for Bid Security
- 4) **Appendix III** – Format for Power of Attorney
- 5) **Appendix IV** – Format for Power of Attorney of Lead Member
- 6) **Appendix V** – Format for Jt. Bidding Agreement
- 7) **Appendix VI** – Certificate regarding compliance with restrictions under Rule 144(xi) of the General Financial Rules 2017
- 8) **Appendix VII** – Details of the Project Facility
- 9) **Appendix VIII** – Scope of the Project
- 10) **Appendix IX** – Performance Security

APPENDIX IA - LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.4, 2.11 and 3.2)

Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India,
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 110 070

Subject: Public Private Partnership in Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi

Dear Sir/ Madam,

1. With reference to your RFP document dated \$, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. We also intend to submit my/our Bid during the Bidding Process. The Bid that we make are unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to VII is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the Equip, Operate, Maintain and Transfer of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part
7. **I/ We declare that:**

^{\$} All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Annexure-V thereof.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process,

we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

(a) The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid and the Power Of Attorney For Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

16. I/We acknowledge and undertake that we/ our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members, who shall, for the period of 5 (five) years from the Appointed Date of the project, hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire; and in case of Consortium, the Lead Member and Other Member(s) of the Consortium, along with their respective Associates, whose technical and financial capacity was evaluated in response to the RFP shall hold at least 51% (fifty one per cent) and 26% (twenty six per cent) respectively of the issued and paid-up equity share capital of the Concessionaire during the first 5 (five) years of the Concession Period. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

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

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

20. I/We have studied all the Bidding Documents carefully and also surveyed the Project Facility. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

21. I/We offer a Bid Security of Rs. 1,00,00,000 (Rupees One Crore only) to the Authority in accordance with the RFP Document.
22. The Bid Security in the form of a Bank Guarantee and the Demand Draft of INR 11,800 towards cost of the tender documents have been submitted in original to the Authority.
23. The documents accompanying the Technical Bid, as specified in Clause 2.11.2 of the RFP, shall be submitted after the declaration of the Bid Evaluation Result by the Authority.
24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is rejected.
25. The Bid Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement, our own estimates related to the Project and after a careful assessment of the site, the As-Built Asset and all the conditions that may have a bearing on the project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
28. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words) and the Average Annual Turnover is Rs. (Rs. in words).
29. I/We shall keep this offer valid for 180 (One hundred and eighty) days from the Bid Due Date specified in the RFP.
30. I/ We hereby submit our Bid and offer a Bid Concession Fee as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
31. With reference to the above terms, I/ We hereby submit that we have submitted the documents as per the checklist provided below:

SN	Name of Document	Whether Submitted (Yes/ No/ NA)
1	Appendix IA – Annex I – Details of the Bidder	Yes/ No – (Page No.)
2	Supporting Documents such as Certificate of Incorporation or its equivalent and GST Certificate	Yes/ No – (Page No.)
3	Appendix IA – Annex II – Financial Capacity of the Bidder	Yes/ No – (Page No.)
4	Supporting Documents as per SN 1, 4 and 5 of the Notes to Annex-II	Yes/ No – (Page No.)
5	Appendix IA – Annex III – Technical Capacity - PART A	Yes/ No – (Page No.)

6	Supporting Documents as per SN (i) of the Notes to Annex III – PART A	Yes/ No – (Page No.)
7	Appendix IA – Annex III – Technical Capacity - PART B	Yes/ No – (Page No.)
8	Supporting Documents as per SN (i) of the Notes to Annex III – PART B	Yes/ No – (Page No.)
9	Appendix IA – Annex III – Technical Capacity - PART C	Yes/ No – (Page No.)
10	Supporting Documents as per SN (i) of the Notes to Annex III – PART C	Yes/ No – (Page No.)
11	Appendix IA – Annex III – Technical Capacity - PART D	Yes/ No – (Page No.)
12	Appendix IA – Annex III – Technical Capacity - PART E <i>(To be submitted for each Eligible Project separately)</i>	Yes/ No – (Page No.)
13	Appendix IA – Annex IV – Statement of Legal Capacity	Yes/ No – (Page No.)
14	Appendix IA – Annex V – Guidelines of Department of Disinvestment	Yes/ No – (Page No.)
15	Appendix IA – Annex VI – Certificate from Statutory Auditor - PART A	Yes/ No – (Page No.)
16	Appendix IA – Annex VI – Certificate from Statutory Auditor - PART B	Yes/ No – (Page No.)
17	Appendix IA – Annex VI – Certificate from Statutory Auditor - PART C	Yes/ No – (Page No.)
18	Appendix IA – Annex VI – Certificate from Statutory Auditor - PART D	Yes/ No – (Page No.)
19	Appendix IA – Annex VII – Certificate from Statutory Auditor regarding Associate <i>(In case experience of multiple Associates has been claimed, the certificate should be submitted for each Associate separately)</i>	Yes/ No – (Page No.)
20	Appendix IB - LETTER COMPRISING THE FINANCIAL BID (NOT TO BE SUBMITTED IN THE TECHNICAL BID)	Yes/ No – (Page No.)
21	Appendix II – Bank Guarantee for Bid Security	Yes/ No – (Page No.)
22	Appendix III – Format for Power of Attorney	Yes/ No – (Page No.)
23	Appendix IV – Format for Power of Attorney of Lead Member <i>(To be submitted only in case of Consortium) (If not participating as a Consortium, please write 'NA')</i>	Yes/ No/ NA – (Page No.)
24	Appendix V – Format for Jt. Bidding Agreement <i>(To be submitted only in case of Consortium) (If not participating as a Consortium, please write 'NA')</i>	Yes/ No/ NA – (Page No.)
25	Appendix VI – Certificate regarding compliance with restrictions under Rule 144(xi) of the General Financial Rules 2017	Yes/ No – (Page No.)
26	Any other document required as per provisions of RFP	Please mention the name of the document and page no.

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

Date:

Place:

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

APPENDIX – IB - LETTER COMPRISING THE FINANCIAL BID

(Refer Clauses 2.1.4, 2.11.1 and 3.2)

(NOT TO BE SUBMITTED IN THE TECHNICAL BID AND TO BE UPLOADED ONLINE ONLY)

Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India,
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 110 070

Subject: Public Private Partnership in Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi

Dear Sir,

With reference to your RFP document dated*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The Bid Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement and its Schedules, our own estimates of costs and revenues and after a careful assessment of the site, project assets, and all other conditions that may affect the implementation of the project.
3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to pay the Upfront Premium of INR 10,00,00,000 (INR Ten Crores Only) and enter into a Concession Agreement in accordance with the attached draft concession agreement (that has been provided to me/us prior to the Bid Due Date.) We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
6. We offer a Bid Concession Fee of (INR..... <Amount in figures>) (Indian Rupees.....Only <Amount in words>) for the first year starting from the Scheduled Commercial Operations Date of the Project.
7. During the Concession Period, the Bid Concession Fee shall increase @ 5% per annum as per

applicable terms and conditions of the Bidding Documents and the Concession Agreement.

Yours faithfully,

Date:

Place:

(Signature of the Authorised signatory)
 (Name and designation of the Authorised signatory)
 Name and seal of Bidder/Lead Member
 DSC ID of Authorised Signatory

* All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

Note:

i. A BoQ file in excel format has been uploaded on the e-procurement portal: <https://eprocure.gov.in/eprocure/app>; which needs to be downloaded and filled in and uploaded on the portal under the Financial Envelope. Same is not required to be provided as part of the Technical Bid. Indicative BoQ is attached below.

Validate	Print	Help	Item Rate BoQ		
Tender Inviting Authority: Office of Development Commissioner (Handicrafts), Ministry of Textiles, Government of India					
Name of Work: Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi on Public-Private-Partnership basis					
Contract No: CC-01-PPP-2025					
Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE					
(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
"Note: The quote of Bid Concession Fee shall be exclusive of GST and other applicable taxes. The liability of payment of GST and other applicable taxes shall be as per the provision of the Concession Agreement."					
NUMBER #	TEXT #	NUMBER #	TEXT #		
Sl. No.	Item Description	Bid Concession Fee for the First year starting from the Scheduled Commercial Operations Date of the Project in Rupees (Without GST and all other taxes) (In figures to be entered by the Bidder) Rs.	NUMBER #	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	Particular	13	53	55	
1.01	Bid Concession Fee for the First year starting from the Scheduled Commercial Operations Date of the Project.		0.00	INR Zero Only	
Total in Figures			0.00	INR Zero Only	
Quoted Rate in Words			INR Zero Only		

ii. 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 'bright blue' 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 file name. If the BoQ file is found to be modified by the Bidder, the Bid will be rejected.

iii. Bidders shall ensure that same amount shall be quoted and submitted in Appendix IB and the BoQ file in excel format on the procurement portal. In case of any discrepancies between the amounts quoted by the Bidder in the Appendix IB and the BoQ file in excel format on the procurement portal, the amount mentioned in the BoQ file in excel format shall prevail.

Appendix IA
Annex-I

Details of Bidder

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.14 (f) should be attached to the Application.
- (c) Information regarding the role of each Member should be provided as per table below:

SN	Name of Member	Role* {Refer Clause 2.1.14(c)}\$	Percentage of equity in the Consortium {Refer Clauses 2.1.14 (b) & (f)}
1.			
2.			
3.			
4.			

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred ^f by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. a) I/ We certify that in the last two years, we/ any of Members of Consortium have neither failed to perform for any works as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by any Ministry of Government of India or its implementing agencies for breach on our part.

^{\$} All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

7.
 - a) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Consortium or our sister concern or against our CEO or any of our directors/managers/ employees.
 - b) I/ We further certify that no investigation by any investigating agency in India or outside is pending against us/any member of Consortium or our sister concern or against our CEO or any of our directors/managers/employees.

I/ We certify that we/ any of the Members of Consortium do not fall in any of the above categories of being a non-Performing entity.

Yours faithfully,

Date:

Place:

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
Name and seal of Bidder/Lead Member

Appendix IA
Annex-II

Financial Capacity of the Bidder
(Refer Clause 2.2.2 (B))

Particulars	Annual Turnover (in INR)			Net-Worth (INR)
	FY 2022-23	FY 2023-24	FY 2024-25	
Bidder				
Average Annual Turnover of Bidder				
Consortium Member 1 (if applicable)				
Average Annual Turnover (in INR)- Member 1				
Consortium Member 2 (if applicable)				
Average Annual Turnover (in INR)- Member 2				
Consortium (if applicable)				
Average Annual Turnover (in INR)				

i.a. We here-by confirm that the Average Annual Turnover of the Bidder (in case of single bidder) is INR which is greater than INR 160,00,00,000 (INR One hundred and Sixty Crore Only) as required by the provisions of the RfP.

i.b. We here-by confirm that the Net-Worth of the Bidder (in case of single bidder) is INR which is greater than INR 20,00,00,000 (INR Twenty-Crore Only) as required by the provisions of the RfP.

OR

ii.a. We here-by confirm that the Average Annual Turnover of the Consortium is INR which is greater than INR 160,00,00,000 (INR one hundred and Sixty Crore Only) as required by the provisions of the RfP.

ii.b. We here-by confirm that the Net-Worth of Lead Member of the <Name of Consortium> is INR which is greater than INR 20,00,00,000 (INR Twenty-Crore Only) as required by the provisions of the RfP.

We certify that the information, documents and figures provided above are accurate and I/ we meet the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Authorised Signatory)

(Name and designation of the Authorised Signatory) (Name of the Bidder)

(Signature & Stamp of the Statutory Auditor)

(Name and registration of the Statutory Auditor)

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.14 (f) of the RFP document.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth and Average Annual Turnover of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Average Annual Turnover in accordance with Clause 2.2.3 (ii) of the RFP document.
6. Choose (i.a., i.b) or (ii.a, ii.b) as applicable for Single Bidder or Consortium while submitting the form.

APPENDIX IA
ANNEX-III
PART-A

Technical Capacity of the Bidder
(Refer Clause 2.2.2 (A.iii) (1.a))

(Table III.i)

(1)	(2)	(3)	(4)	(5)	(6)
Bidder Type	Project Code[#]	Name of the Project & Address	Built-Up Area (sq. ft.)	Date of commencement of commercial operations	Type*
Single Entity Bidder	a				
	b				
Consortium Member 1	1a				
	1b				
Consortium Member 2	2a				
	2b				
TOTAL@					

(Table III.ii)

<Insert Name of the Project and Project Code (column (2) as per Table III.i)>		Paid for, or incurred expenditure of (in INR)
Year		‘Operations and Maintenance’ and ‘Marketing’
Year 1 (April 2015 – March 2016)		
Year 2 (April 2016 – March 2017)		
Year 3 (April 2017 – March 2018)		
Year 4 (April 2018 – March 2019)		
Year 5 (April 2019 – March 2020)		
Year 6 (April 2020 – March 2021)		
Year 7 (April 2021 – March 2022)		
Year 8 (April 2022 – March 2023)		

Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.ii separately for each project mentioned in Table III.i above>

(Table III.iii)

<Insert Name of the Project and Project Code (column (2)) as per Table III.i>	Collected revenues, or received payments of (in INR)
Year	Lease rentals from tenants and/ or sale of goods
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	
Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.iii separately for each project mentioned in Table III.i above>

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of Eligible Projects having more than 60,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of Eligible Projects having more than 40,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify the that the <Name of the Bidder/ Consortium>, at each of the Eligible Project, has:

- i) Paid for, or incurred expenditure of at least INR 20,00,00,000 (INR Twenty Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed towards ‘operations and maintenance’ and ‘marketing’ activities at the project.

AND

ii) Collected revenues, or received payments of at least INR 16,00,00,000 (INR Sixteen Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed in the form of lease rentals from tenants and/ or sale of goods at the location of the project.

We certify that the information, documents and figures provided above are accurate and I/ we *<Name of the Bidder>* meet the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name of the Bidder)

Note:

(i) The Bidder shall attach the documentary proof for every Eligible Project mentioned in this Annexure.

The Bidder may provide documents such as lease agreement, sale deed, completion certificate, approved layouts etc. to substantiate the details provided in Table III.i, with respect to Eligible Projects.

(ii) In addition to this Annexure, the Bidder shall submit a certificate from its Statutory Auditory as per Annex-VI.

(iii) The Bidder shall provide details of each of the Eligible Project as per Annex-III, Part E of this Appendix IA.

* Type (of Project) - Please specify the type of Project from the following:

- **Mall:** a large retail complex containing a variety of stores and/ or restaurants and other business establishments housed in a series of connected or adjacent buildings or in a single large building and/ or;
- **Convention Centre:** a building or group of buildings where large groups of people gather for meetings, conferences or events and/ or;
- **Shopping Centre:** a group of retail stores, service establishments (restaurants, salons, theatres, cinema etc.) and common areas which are collectively managed by a single entity and/ or;
- **Retail outlet:** a building or a store in a building which sells goods to the public and/ or;
- **Hotel** as per Guidelines provided by Ministry of Tourism - 'Revised Guidelines for approval of Hotels at Project Stage and Star Classification /Re-Classification of Operational Hotels' dated 19 Jan 2018

@ - Please indicate the total number of projects in column (2) and cumulative built-up area of all projects in column (4) of Table III.i.

- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc. for Member 2 the Project Codes would be 2a, 2b, 2c, 2d etc. and so on.

APPENDIX IA
ANNEX-III
PART-B (Additional Eligible Projects)

Technical Capacity of the Bidder

(Refer Clause 2.2.2 (A.iii) (1.b))

(Table III.i)

(1)	(2)	(3)	(4)	(5)	(6)
Bidder Type	Project Code [#]	Name of the Project & Address	Built-Up Area (sq. ft.)	Date of commencement of commercial operations	Type*
Single Entity Bidder	c				
	d				
	E	<Add rows if required>			
Consortium – Member 1	1c				
	1d				
	1e	<Add rows if required>			
Consortium – Member 2	2c				
	2d				
	2e	<Add rows if required>			
TOTAL@					

(Table III.ii)

<Insert Name of the Project and Project Code (column (2)) as per Table III.i>		Paid for, or incurred expenditure of (in INR)
Year		‘Operations and Maintenance’ and ‘Marketing’
Year 1 (April 2015 – March 2016)		
Year 2 (April 2016 – March 2017)		
Year 3 (April 2017 – March 2018)		
Year 4 (April 2018 – March 2019)		
Year 5 (April 2019 – March 2020)		

Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.ii separately for each project mentioned in Table III.i above>

(Table III.iii)

<Insert Name of the Project and Project Code (column (2)) as per Table III.i>	Collected revenues, or received payments of (in INR)
Year	Lease rentals from tenants and/ or sale of goods
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	
Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.iii separately for each project mentioned in Table III.i above>

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of additional Eligible Projects having more than 60,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of additional Eligible Projects having more than 40,000 sq. ft. and less than or equal to 60,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of additional Eligible Projects having more than 30,000 sq. ft. and less than or equal to 40,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify the that the<Name of the Bidder/ Consortium>, at each of the Eligible Project, has:

i) Paid for, or incurred expenditure of at least INR 20,00,00,000 (INR Twenty Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed towards 'operations and maintenance' and 'marketing' activities at the project

AND

ii) Collected revenues, or received payments of at least INR 16,00,00,000 (INR Sixteen Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed in the form of lease rentals from tenants and/ or sale of goods at the location of the project.

We certify that the information, documents and figures provided above are accurate and I/ we <*Name of the Bidder*> meet the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name of the Bidder)

Note:

(i) The Bidder shall attach the documentary proof for every Eligible Project mentioned in this Annexure.

The Bidder may provide documents such as lease agreement, sale deed, completion certificate, approved layouts etc. to substantiate the details provided in Table III.i, with respect to Eligible Projects.

(ii) In addition to this Annexure, the Bidder shall submit a certificate from its Statutory Auditory as per Annex-VI.

(iii) The Bidder shall provide details of each of the Eligible Project as per Annex-III, Part E of this Appendix IA

* Type (of Project) - Please specify the type of Project from the following:

- **Mall:** a large retail complex containing a variety of stores and/ or restaurants and other business establishments housed in a series of connected or adjacent buildings or in a single large building and/ or;
- **Convention Centre:** a building or group of buildings where large groups of people gather for meetings, conferences or events and/ or;
- **Shopping Centre:** a group of retail stores, service establishments (restaurants, salons, theatres, cinema etc.) and common areas which are collectively managed by a single entity and/ or;
- **Retail outlet:** a building or a store in a building which sells goods to the public and/ or;
- **Hotel** as per Guidelines provided by Ministry of Tourism - 'Revised Guidelines for approval of Hotels at Project Stage and Star Classification /Re-Classification of Operational Hotels' dated 19 Jan 2018

@ - Please indicate the total number of projects in column (2) and cumulative built-up area of all projects in column (4) of Table III.i.

- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc. for Member 2 the Project Codes would be 2a, 2b, 2c, 2d

etc. and so on.

**APPENDIX IA
ANNEX-III
PART-C (Retail Outlets)**

Technical Capacity of the Bidder

(Refer Clause 2.2.2 (A.iii) (1.c))

(Table III.i)

(1)	(2)	(3)	(4)	(5)	(6)
Bidder Type	Project Code [#]	Name & Address of the Retail Outlet of Handicraft/ Handloom	Built-Up Area (sq. ft.)	Date of commencement of commercial operations	Type <i><Insert Handicraft or Handloom></i>
Single Entity Bidder	f				
	g				
	h	<Add rows if required>			
Consortium – Member 1	1f				
	1g				
	1h	<Add rows if required>			
Consortium – Member 2	2f				
	2g				
	2h	<Add rows if required>			
TOTAL@					

(Table III.ii)

<i><Insert Name of the Retail Outlet of Handicraft/ Handloom and Project Code (column (2)) as per Table III.i></i>	Paid for, or incurred expenditure of (in INR)
Year	‘Operations and Maintenance’ and ‘Marketing’
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	

Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.ii separately for each project mentioned in Table III.i above>

(Table III.iii)

<Insert Name of the Retail Outlet of Handicraft/ Handloom and Project Code (column (2)) as per Table III.i>	Collected revenues, or received payments of (in INR)
Year	Revenue from sale of goods
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	
Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.iii separately for each project mentioned in Table III.i above>

We certify that <Name of the Bidder/ Consortium> has operated <Number> of Retail Outlets of Handicraft and/ or Handloom.

We certify that the information, documents and figures provided above are accurate and I/ we *<Name of the Bidder>* meet the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name of the Bidder)

Note:

(i) The Bidder shall attach the documentary proof for every Eligible Project mentioned in this Annexure.

The Bidder may provide documents such as lease agreement, sale deed, completion certificate, approved layouts etc. to substantiate the details provided in Table III.i, with respect to Eligible Projects.

(ii) In addition to this Annexure, the Bidder shall submit a certificate from its Statutory Auditory as per Annex-VI.

(iii) The Bidder shall provide details of each of the Eligible Project as per Annex-III, Part E of this Appendix IA

@ - Please indicate the total number of projects in column (2) and cumulative built-up area of all projects in column (4) of Table III.i.

- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc. for Member 2 the Project Codes would be 2a, 2b, 2c, 2d etc. and so on.

APPENDIX IA
ANNEX-III
PART-D (Handicraft/ Handloom Products)

Technical Capacity of the Bidder
(Refer Clause 2.2.2 (A.iii) (1.d))

Procurement value of Handicraft/ Handloom products (INR Crore)			
Year	<Name of Bidder> (in case of single entity)	<Name of Consortium Member> (Add columns for each consortium member, if required)	Total
Year 1 (April 2015 – March 2016)			
Year 2 (April 2016 – March 2017)			
Year 3 (April 2017 – March 2018)			
Year 4 (April 2018 – March 2019)			
Year 5 (April 2019 – March 2020)			
Year 6 (April 2020 – March 2021)			
Year 7 (April 2021 – March 2022)			
Year 8 (April 2022 – March 2023)			
Year 9 (April 2023 – March 2024)			
Year 10 (April 2024 – March 2025)			
TOTAL			

This is to certify that <Name of the Bidder/ Consortium Member> has procured Handicraft/ Handloom products worth a cumulative amount of INR _____ in any 5 (five) financial years out of the past 10 (ten) financial years preceding the Bid Due Date.

We certify that the information, documents and figures provided above are accurate and I/ we meet the eligibility criteria as per the terms & conditions of this document.

OR

Sale value of Handicraft/ Handloom products (INR Crore)	

Year	<Name of Bidder> (in case of single entity)	<Name of Consortium Member> (Add columns for each consortium member, if required)	Total
Year 1 (April 2015 – March 2016)			
Year 2 (April 2016 – March 2017)			
Year 3 (April 2017 – March 2018)			
Year 4 (April 2018 – March 2019)			
Year 5 (April 2019 – March 2020)			
Year 6 (April 2020 – March 2021)			
Year 7 (April 2021 – March 2022)			
Year 8 (April 2022 – March 2023)			
Year 9 (April 2023 – March 2024)			
Year 10 (April 2024 – March 2025)			
TOTAL			

This is to certify that <Name of the Bidder/ Consortium Member> has sold Handicraft/ Handloom products worth a cumulative amount of INR _____ of in any 5 (five) financial years out of the past 10 (ten) financial years preceding the Bid Due Date.

We certify that the information, documents and figures provided above are accurate and I/ we meet the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name of the Bidder)

Instructions:

- (i) In addition to this Annexure, the Bidder shall submit a certificate from its Statutory Auditory as per Annex-VI.
- (ii) The Bidder to choose to ‘Procurement Value’ or ‘Sale Value’ in the form for submission.

APPENDIX IA
ANNEX-III
PART-E

Technical Capacity of the Bidder
Details of Eligible Projects
(Refer to Clause 2.2.2 of the RFP)

Project Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	4	
Paid for, or incurred expenditure of at least INR 20,00,00,000 (INR Twenty Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed towards 'operations and maintenance' and 'marketing' activities at the project.	5	
AND		
Collected revenues, or received payments of at least INR 16,00,00,000 (INR Sixteen Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed in the form of lease rentals from tenants and/ or sale of goods at the location of the project.		
(Refer Clause 2.2.2 A.(i))		
Entity for which the project was constructed/ developed	6	
Location		
Date of commencement of commercial operations		
Equity shareholding (with period during which equity was held)	8	
(Refer Clause 2.2.2 A.(ii))		
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	Annex VII	

We certify that the information, documents and figures provided above are accurate and I/ we meet the

eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Authorized Signatory)
(Name and designation of the Authorized Signatory)
(Name of the Bidder)

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Application. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc. for Member 2 the Project Codes would be 2a, 2b, 2c, 2d etc. and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Specify category of project from the following:
 - **Mall:** a large retail complex containing a variety of stores and/ or restaurants and other business establishments housed in a series of connected or adjacent buildings or in a single large building and/ or;
 - **Convention Centre:** a building or group of buildings where large groups of people gather for meetings, conferences or events and/ or;
 - **Shopping Centre:** a group of retail stores, service establishments (restaurants, salons, theatres, cinema etc.) and common areas which are collectively managed by a single entity and/ or;
 - **Retail outlet:** a building or a store in a building which sells goods to the public and/ or;
 - **Hotel** as per Guidelines provided by Ministry of Tourism - 'Revised Guidelines for approval of Hotels at Project Stage and Star Classification /Re-Classification of Operational Hotels' dated 19 Jan 2018
5. The total amount paid for, or incurred expenditure, or collected revenues, or received payments for each Eligible Project are to be stated in Annex-III and Annex VI of this Appendix-IA
6. Particulars such as name, address and contact details of owner/ Authority/ Agency/ Client (i.e. concession grantor, counter party to PPA etc.) may be provided.
7. The date of commissioning of the project, upon completion, should be indicated
8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2)
9. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the Bidder's statutory auditor must be furnished for each Eligible Project as per formats at Annex-VI of this Appendix IA.

**APPENDIX IA
ANNEX-IV**

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref.

Date:

To,
Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India, Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 110 070

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, (Signature,
name and designation of the authorised signatory)
For and on behalf of.....

**Please strike out whichever is not applicable.*

**APPENDIX-IA
ANNEXURE V³**

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex, New Delhi

Dated 13th July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be

³ These guidelines may be modified or substituted by the Government from time to time.

allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

**APPENDIX IA
ANNEXURE-VI
PART A**

Certificate from the Statutory Auditor regarding Eligible Projects
(Refer Clause 2.2.2 (A.iii) (1.a.))(To be submitted separately for each Consortium members)

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder) has executed the following projects:

(Table III.i)

(1)	(2)	(3)	(4)	(5)	(6)
Bidder Type	Project Code [#]	Name of the Project & Address	Built-Up Area (sq. ft.)	Date of commencement of commercial operations	Type*
Single Entity Bidder/ Consortium Member					
		<Add rows if required>			
TOTAL@					

(Table III.ii)

<Insert Name of the Project and Project Code (column (2)) as per Table III.i>		Paid for, or incurred expenditure of (in INR)
Year		'Operations and Maintenance' and 'Marketing'
Year 1 (April 2015 – March 2016)		
Year 2 (April 2016 – March 2017)		
Year 3 (April 2017 – March 2018)		
Year 4 (April 2018 – March 2019)		
Year 5 (April 2019 – March 2020)		
Year 6 (April 2020 – March 2021)		
Year 7 (April 2021 – March 2022)		
Year 8 (April 2022 – March 2023)		
Year 9 (April 2023 – March 2024)		

Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.ii separately for each project mentioned in Table III.i above>

(Table III.iii)

<Insert Name of the Project and Project Code (column (2)) as per Table III.i>	Collected revenues, or received payments of (in INR)
Year	Lease rentals from tenants and/ or sale of goods
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	
Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.iii separately for each project mentioned in Table III.i above>

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of Eligible Projects having more than 60,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of Eligible Projects having more than 40,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify the that the <Name of the Bidder/ Consortium>, at each of the Eligible Project, has:

- i) Paid for, or incurred expenditure of at least INR 20,00,00,000 (INR Twenty Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed towards 'operations and maintenance' and 'marketing' activities at the project
AND
- ii) Collected revenues, or received payments of at least INR 16,00,00,000 (INR Sixteen Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed in the form of lease rentals from tenants and/ or sale of goods

at the location of the project.

We certify that the information, documents and figures provided above are accurate and *<Name of the Bidder>* meets the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Statutory Auditor)
(Name and registration of the Statutory Auditor)

Note:

* Type (of Project) - Please specify the type of Project from the following:

- **Mall:** a large retail complex containing a variety of stores and/ or restaurants and other business establishments housed in a series of connected or adjacent buildings or in a single large building and/ or;
- **Convention Centre:** a building or group of buildings where large groups of people gather for meetings, conferences or events and/ or;
- **Shopping Centre:** a group of retail stores, service establishments (restaurants, salons, theatres, cinema etc.) and common areas which are collectively managed by a single entity and/ or;
- **Retail outlet:** a building or a store in a building which sells goods to the public and/ or;
- **Hotel** as per Guidelines provided by Ministry of Tourism - 'Revised Guidelines for approval of Hotels at Project Stage and Star Classification /Re-Classification of Operational Hotels' dated 19 Jan 2018

@ - Please indicate the total number of projects in column (2) and cumulative built-up area of all projects in column (4) of Table III.i.

- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc. for Member 2 the Project Codes would be 2a, 2b, 2c, 2d etc. and so on.

**APPENDIX IA
ANNEX-VI
PART B**

Certificate from the Statutory Auditor regarding additional Eligible Projects
(Refer Clause 2.2.2 (A.iii) (1.b))(To be submitted separately for each Consortium members)

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder) has executed the following projects:

(Table III.i)

(1)	(2)	(3)	(4)	(5)	(6)
Bidder Type	Project Code [#]	Name of the Project & Address	Built-Up Area (sq. ft.)	Date of commencement of commercial operations	Type*
Single Entity Bidder/ Consortium Member					
		<Add rows if required>			
TOTAL [@]					

(Table III.ii)

<Insert Name of the Project and Project Code (column (2)) as per Table III.i>		Paid for, or incurred expenditure of (in INR)
Year		'Operations and Maintenance' and 'Marketing'
Year 1 (April 2015 – March 2016)		
Year 2 (April 2016 – March 2017)		
Year 3 (April 2017 – March 2018)		
Year 4 (April 2018 – March 2019)		
Year 5 (April 2019 – March 2020)		
Year 6 (April 2020 – March 2021)		
Year 7 (April 2021 – March 2022)		
Year 8 (April 2022 – March 2023)		
Year 9 (April 2023 – March 2024)		

Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.ii separately for each project mentioned in Table III.i above>

(Table III.iii)

<Insert Name of the Project and Project Code (column (2)) as per Table III.i>	Collected revenues, or received payments of (in INR)
Year	Lease rentals from tenants and/ or sale of goods
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	
Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.iii separately for each project mentioned in Table III.i above>

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of additional Eligible Projects having more than 60,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of additional Eligible Projects having more than 40,000 sq. ft. and less than or equal to 60,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify that <Name of the Bidder/ Consortium> has undertaken <Number> of additional Eligible Projects having more than 30,000 sq. ft. and less than or equal to 40,000 sq. ft. of built-up area as required by the provisions of the RfP.

We certify the that the <Name of the Bidder/ Consortium>, at each of the Eligible Project, has:

- i) Paid for, or incurred expenditure of at least INR 20,00,00,000 (INR Twenty Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed towards 'operations and maintenance' and 'marketing' activities at the project

AND

ii) Collected revenues, or received payments of at least INR 16,00,00,000 (INR Sixteen Crore Only) cumulatively in the five (5) financial years in which the experience is being claimed in the form of lease rentals from tenants and/ or sale of goods at the location of the project.

We certify that the information, documents and figures provided above are accurate and *<Name of the Bidder>* meets the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Statutory Auditor)
(Name and registration of the Statutory Auditor)

Note:

* Type (of Project) - Please specify the type of Project from the following:

- **Mall:** a large retail complex containing a variety of stores and/ or restaurants and other business establishments housed in a series of connected or adjacent buildings or in a single large building and/ or;
- **Convention Centre:** a building or group of buildings where large groups of people gather for meetings, conferences or events and/ or;
- **Shopping Centre:** a group of retail stores, service establishments (restaurants, salons, theatres, cinema etc.) and common areas which are collectively managed by a single entity and/ or;
- **Retail outlet:** a building or a store in a building which sells goods to the public and/ or;
- **Hotel** as per Guidelines provided by Ministry of Tourism - 'Revised Guidelines for approval of Hotels at Project Stage and Star Classification /Re-Classification of Operational Hotels' dated 19 Jan 2018

@ - Please indicate the total number of projects in column (2) and cumulative built-up area of all projects in column (4) of Table III.i.

- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc. for Member 2 the Project Codes would be 2a, 2b, 2c, 2d etc. and so on.

**APPENDIX IA
ANNEX-VI
PART C**

Certificate from the Statutory Auditor regarding Retail Outlets
(Refer Clause 2.2.2 (A.iii)(1.c))(To be submitted separately for each Consortium members)

Based on its books of accounts and other published information authenticated by it, {this is to certify that
 (name of the Bidder) has executed the following projects:

(Table III.i)					
(1)	(2)	(3)	(4)	(5)	(6)
Bidder Type	Project Code [#]	Name & Address of the Retail Outlet of Handicraft/ Handloom	Built-Up Area (sq. ft.)	Date of commencement of commercial operations	Type <i><Insert Handicraft or Handloom></i>
Single Entity Bidder/ Consortium Member					
		<i><Add rows if required></i>			
TOTAL@					

(Table III.ii)	
<i><Insert Name of the Retail Outlet of Handicraft/ Handloom and Project Code (column (2)) as per Table III.i></i>	Paid for, or incurred expenditure of (in INR)
Year	'Operations and Maintenance' and 'Marketing'
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	
Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	

Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.ii separately for each project mentioned in Table III.i above>

(Table III.iii)

<Insert Name of the Retail Outlet of Handicraft/ Handloom and Project Code (column (2)) as per Table III.i>	Collected revenues, or received payments of (in INR)
Year	Revenue from sale of goods
Year 1 (April 2015 – March 2016)	
Year 2 (April 2016 – March 2017)	
Year 3 (April 2017 – March 2018)	
Year 4 (April 2018 – March 2019)	
Year 5 (April 2019 – March 2020)	
Year 6 (April 2020 – March 2021)	
Year 7 (April 2021 – March 2022)	
Year 8 (April 2022 – March 2023)	
Year 9 (April 2023 – March 2024)	
Year 10 (April 2024 – March 2025)	
TOTAL	

<The Bidder should fill Table III.iii separately for each project mentioned in Table III.i above>

We certify that <Name of the Bidder/ Consortium> has operated <Number> of Retail Outlets of Handicraft and/ or Handloom.

We certify that the information, documents and figures provided above are accurate and <Name of the Bidder> meets the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Statutory Auditor)

(Name and registration of the Statutory Auditor)

Note:

- For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc. for Member 2 the Project Codes would be 2a, 2b, 2c, 2d etc. and so on.

APPENDIX IA
ANNEX-VI
PART D

Certificate from the Statutory Auditor regarding procurement/ sale of Handicrafts/ Handloom
(Refer Clause 2.2.2 (A.iii)(1.d))(To be submitted separately for each Consortium members)

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder) has procured Handicraft/ Handloom products as follows:

Procurement value of Handicraft/ Handloom products (INR Crore)			
Year	<Name of Bidder> (in case of single entity)	<Name of Consortium Member> (Add columns for each consortium member, if required)	Total
Year 1 (April 2015 – March 2016)			
Year 2 (April 2016 – March 2017)			
Year 3 (April 2017 – March 2018)			
Year 4 (April 2018 – March 2019)			
Year 5 (April 2019 – March 2020)			
Year 6 (April 2020 – March 2021)			
Year 7 (April 2021 – March 2022)			
Year 8 (April 2022 – March 2023)			
Year 9 (April 2023 – March 2024)			
Year 10 (April 2024 – March 2025)			
TOTAL			

This is to certify that <Name of the Bidder/ Consortium Member> has procured Handicraft/ Handloom products worth a cumulative amount of INR _____ in any 5 (five) financial years out of the past 10 (ten) financial years preceding the Bid Due Date.

We certify that the information, documents and figures provided above are accurate and <Name of the Bidder> meet the eligibility criteria as per the terms & conditions of this document.

OR

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder) has sold Handicraft/ Handloom products as follows:

Year	Sale value of Handicraft/ Handloom products (INR Crore)		
	<Name of Bidder> (in case of single entity)	<Name of Consortium Member> (Add columns for each consortium member, if required)	Total
Year 1 (April 2015 – March 2016)			
Year 2 (April 2016 – March 2017)			
Year 3 (April 2017 – March 2018)			
Year 4 (April 2018 – March 2019)			
Year 5 (April 2019 – March 2020)			
Year 6 (April 2020 – March 2021)			
Year 7 (April 2021 – March 2022)			
Year 8 (April 2022 – March 2023)			
Year 9 (April 2023 – March 2024)			
Year 10 (April 2024 – March 2025)			
TOTAL			

This is to certify that <Name of the Bidder/ Consortium Member> has sold Handicraft/ Handloom products worth a cumulative amount of INR _____ in any 5 (five) financial years out of the past 10 (ten) financial years preceding the Bid Due Date.

We certify that the information, documents and figures provided above are accurate and <Name of the Bidder> meets the eligibility criteria as per the terms & conditions of this document.

(Signature & Stamp of the Statutory Auditor)
(Name and registration of the Statutory Auditor)

Instructions:

(ii) Choose between 'Procurement Value' or 'Sale Value' in the form for submission.

**APPENDIX IA
ANNEX-VII**

Certificate from Statutory Auditor regarding Associate^{\$}

(In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.17, the Applicant should also provide a certificate in the format below:)

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly^f, by (name of Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.17 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory: Date).

^{\$} In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

^f In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

APPENDIX - II – Bank Guarantee for Bid Security
(Refer Clauses 2.1.5 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, Office of Development Commissioner (Handicrafts), Ministry of Textiles, Government of India, having its office at Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110 070 (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(a Company registered under Companies Act, 1956/2013) and having its registered office at(and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi (Name of the Project*****). (hereinafter referred to as “the Project”) pursuant to the RFP Document datedissued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 1,00,00,000 (Rupees One Crore Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 1,00,00,000 (Rupees One crore only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and

eighty) days from the Bid Due Date and a claim period of 120 (one-hundred twenty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ [mention name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or

any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 1 crore (Rupees One crore Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before **** (indicate date falling 240 days after the Bid Due Date).
14. This Guarantee shall also be operable at our Branch [mention complete address of the bank branch at New Delhi] at New Delhi, India, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by..... Bank

By the hand of Mr./Ms⁴, its and
authorised official.

(Signature of the Authorised
Signatory) (Official Seal)
(Name) (Designation) (Code number)

⁴ Bank guarantee to include the name, designation and code number of the authorized official signing the guarantee

APPENDIX-III-POWER OF ATTORNEY
Format for Power of Attorney for submission of Bid
(Refer Clause 2.1.7)

Know all men by these presents, We,.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son/daughter/wife of and presently residing at , who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the “**Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi**” Project proposed or being developed by the Office of DC(Handicrafts), Ministry of Textiles, Government of India (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20.....

For

(Signature, name, designation and address)
of person authorized by Board Resolution (in case of
Firms/Company)

Witnesses:

- 1.
- 2.

Notarised

Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated* (*Notary to specify as applicable) (Signature,
Name and Address of the Notary)
Seal of the Notary Registration Number of the Notary

Accepted

Date

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX-IV – POWER OF ATTORNEY (LEAD MEMBER)
Format for Power of Attorney for Lead Member of Consortium
(Refer Clause 2.1.8)

Whereas the Office of DC(Handicrafts), Ministry of Textiles, Government of India (“the Authority”) has invited bids from interested parties for the Project **“Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi”** (“the Project”). Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s....., having our registered office at, and M/s....., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)
(To be executed by all the Members of the Consortium)
(Notarised)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

APPENDIX V – JOINT BIDDING AGREEMENT

Format for Joint Bidding Agreement for Consortium

(Refer Clause 2.1.8 & 2.1.14(f))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at} (herein after referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at} and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The Office of DC(Handicrafts), Ministry of Textiles, Government of India and having its office at Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110 070 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its Request for Proposal No. dated (the “**RFP**”) for award of contract for Project “**Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi**” (the “**Project**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956/2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Parties of the Second Part, {Third Part} and {Fourth Part} shall be the Other Members of the Consortium;
- (c) Roles of the Members of the Consortium shall be as follows:

SN	Name of Member	Role* {Refer Clause 2.1.14(c)} \$
1.		
2.		
3.		
4.		

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake that they shall hold the subscribed and paid-up equity share capital of the Concessionaire as outlined below:

the Lead Member and Other Member(s) of the Consortium, along with their respective Associates, whose technical and financial capacity was evaluated in response to the RFP shall hold at least 51% (fifty one per cent) and 26% (twenty six per cent) respectively of the subscribed and paid-up equity share capital of the Concessionaire at all times until the fifth anniversary of the Appointed Date of the Project;

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this

Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED
SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART

SIGNED, SEALED AND DELIVERED
For and on behalf of
FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART

SIGNED, SEALED AND DELIVERED
For and on behalf of
SIX PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI

(To be on the letter head of the Bidder/ Each Member of the Consortium) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General **Financial Rules (GFRs), 2017**

Development Commissioner (Handicrafts),
Ministry of Textiles, Government of India,
Plot No. 8, Nelson Mandela Marg,
Vasant Kunj, New Delhi – 110 070

Sub: Public Private Partnership in Equip, Operate, Maintain & Transfer (EOMT) of Mall Block of the Crafts Complex, Vasant Kunj, New Delhi

Dear Sir,

With reference to your RFP document dated*, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the said Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date: Place:

(Signature of the Authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder/Each Member of the Consortium

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

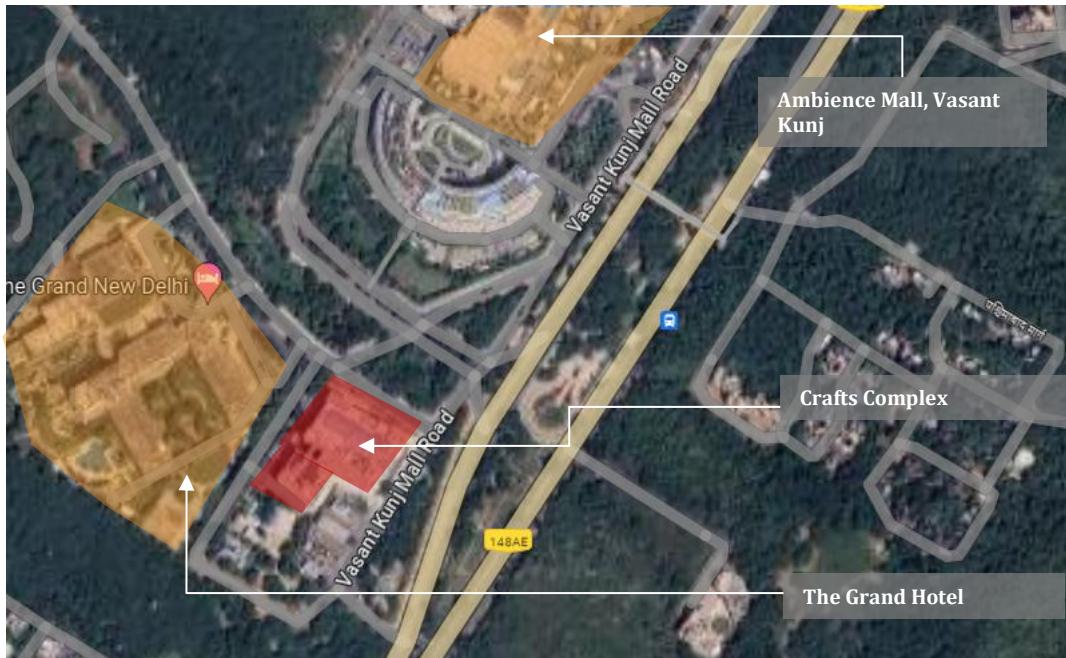
In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

* All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

APPENDIX VII – DETAILS OF THE PROJECT FACILITY

A. Project Site:

1. **Address:** - Plot No. 8, Nelson Mandela Marg, Vasant Kunj, New Delhi, Delhi 110070



2. **Total Land Area:** - 7,153 Sq. Mtr.
3. **Total Built-Up Area of the Mall Block:** - 7,085.88 Sq. Mtr. (excluding basement)

Table A-1: Shop-wise area details

Mall Block Details			
A. Ground Floor			
SN	Description of space	Area (Sq. m.)	Area (Sq. ft.)
A.1	Shop 1	65.39	703.64
A.2	Shop 2	45.94	494.28
A.3	Shop 3	38.97	419.29
A.4	Shop 4	38.97	419.29
A.5	Shop 5	38.97	419.29
A.6	Shop 6	38.97	419.29
A.7	Shop 7	38.97	419.29
A.8	Shop 8	28.80	309.85
A.9	Shop 9	28.80	309.85
A.10	Shop 10	88.93	956.93
A.11	Shop 11	210.31	2262.98
A.12	Store near Goods Lift	20.31	218.57
A.13	Total	683.32	7352.54
B. First Floor			
SN	Description of space	Area (Sq.m)	Area (Sq.ft.)
B.1	Shop 1	65.39	703.64

B.2	Shop 2	42.84	460.93
B.3	Shop 3	42.84	460.93
B.4	Shop 4	42.84	460.93
B.5	Shop 5	42.84	460.93
B.6	Shop 6	42.84	460.93
B.7	Shop 7	42.84	460.93
B.8	Shop 8	28.8	309.85
B.9	Shop 9	28.8	309.85
B.10	Shop 10	38.65	415.83
B.11	Shop 11	30.92	332.73
B.12	Shop 12	88.36	950.74
B.13	Shop 13	210.31	2262.98
B.14	Store near Goods Lift	20.31	218.57
B.15	Total	768.57	8269.78

C. Second Floor

SN	Description of space	Area (Sq.m)	Area (Sq.ft.)
C.1	Shop 1	159.59	1717.17
C.2	Shop 2	245.22	2638.59
C.3	Brick Wall Closed Room	63.32	681.37
C.4	Open area	250.94	2700.12
C.5	Glass enclosed area	58.65	631.11
C.6	Store near goods lift	20.31	218.57
C.7	Total	798.04	8586.94

D. Third Floor

SN	Description of space	Area (Sq.m)	Area (Sq.ft.)
D.1	Open Area	118.97	1280.16
D.2	Glass enclosed area 1	138.49	1490.19
D.3	Glass enclosed area 2	58.65	631.11
D.4	Brick Wall Closed Room 1	63.32	681.37
D.5	Conference Room	159.59	1717.17
D.6	Brick Wall Closed Room 2	86.26	928.11
D.7	Store Near Goods Lift	20.31	218.57
D.8	Compactor Store Room	55.49	597.08
D.9	Compactor Store Room	86.09	926.29
D.10	Total	787.18	8470.04
E.	Total carpet area of above locations	3,037.11	32,679.3

Project Facility shall mean the area detailed out in this Appendix, and including Project Assets and all the amenities and facilities, any other civil structure / building including the movement areas, all external and internal services, drainage facilities, sign boards, HVAC works, electrical works for lighting of and telephone and communication equipment etc. that is constructed by the Authority and has been described in this Appendix and in respect of which rights shall be granted by the Authority to the Concessionaire as per the terms and conditions set forth in the Concession Agreement. The following areas shall be considered to be part of the

Project Facility for the purposes of the Project for the Concessionaire:

i. The Mall Block of the Crafts Complex – It shall include all the floors as detailed above (except the Compactor Store Room mentioned at D.8 and D.9). The Concessionaire shall also have access to the roof over the Mall Block of the Crafts Complex. The Concessionaire shall be prohibited to utilize the area of the roof falling over the Office Block for any purpose of the Project.

ii. The Basement of the Crafts Complex – The Concessionaire shall equip (if required), operate and maintain the entire basement of the Crafts Complex which includes the parking spaces and the equipment such as chillers, STP etc.

iii. The Common Area connecting the Office Block and the Mall Block of the Crafts Complex:

a. The Concessionaire shall also equip (if required), operate and maintain the connecting bridges between the Office Block and the Mall Block.

b. The Concessionaire shall equip (if required), operate and maintain the open area on the ground floor between the Office Block and Mall Block.

c. However, the Authority shall reserve the right to occupy half of the open area on the ground floor mentioned at b. above at its own discretion.

iv. Ancillary areas: The Concessionaire shall also be responsible to operate and maintain the ancillary areas such as the green-covered areas inside the compound walls of the Crafts Complex. The Concessionaire shall also operate and maintain the equipment installed in the ancillary areas such as the transformer and any other equipment of service.

v. The details mentioned in the table above describe the current layout of the Mall Block. However, the Concessionaire may propose to amend the internal layout of the Mall Block as per requirements in its Furnishing Plan. The Concessionaire would be required to ensure no compromise to safety of the occupants of the Office Block and the Project Facility and that no structural amendment or damage is done to the Project Facility.

vi. The total capacity of the parking zones is 133 (Four wheelers/ 4W) plus 20 (Two wheelers/ 2W). The combined capacity of Upper Basement and Lower Basement Parking available for the selected bidder shall be 101 (4W). The remaining spaces shall be reserved for the Authority as mentioned below.

Reserved Parking at Craft Complex

The approximate parking allocation reserved exclusively for the staff of the Office of the Development Commissioner (Handicrafts) is as follows:

- 32 (thirty-two) four-wheelers
- 20 (twenty) two-wheelers

This allocation shall remain strictly reserved for the designated staff and is not transferable or assignable for any other purpose. The exact allocation of reserved parking spaces shall be as per the instructions issued by the Authority from time to time and the Concessionaire shall be required to comply with the instructions conveyed by the Authority in this regard.

B. Project Infrastructure

List of equipment which have been currently installed at the Project Facility is mentioned below. However, an inventory of the Project Facility including the land, buildings, structures, trees and any other immovable property on, or attached to, the Project Facility shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Concession Agreement.

Project Assets shall mean all physical and other assets relating to and forming part of the Project Facility including: (a) rights over the Project Facility/ Site in the form of Right of Way; (b) tangible assets such as civil works including foundations, drainage works, pavements, electrical systems, communication systems, rest areas and administrative offices; (c) Ancillary Facilities situated on the Project Facility/ Site; (d) Buildings and immovable fixtures or structures forming part of the Project Facility; (e) all rights of the Concessionaire under the Project Agreements; (f) financial assets, such as receivables, security deposits etc.; (g) insurance proceeds; and (h) Applicable Permits and authorisations relating to or in respect of the Project Facility;

SN	Location	Item Description	Capacity	Qty	Make	Manufacture Year
1	LB	Chiller Plant	170 Tr	3	Voltas	2021
2	LB	Condensor Pump	680 GPM	3	Krilosker	2021
3	LB	Primary Pump	408 GPM	3	Krilosker	2021
4	LB	Secondary Pump Office with VFD	390 GPM	2	Armstrong	2021
5	LB	Secondary Pump Mall with VFD	425 GPM	2	Armstrong	2021
6	LB	Axil Fan	17500 CFM	4	Flaktwood	2022
7	LB	Axil Fan	22500 CFM	4	Flaktwood	2022
8	LB	Axil Fan	2000 CFM	1	Flaktwood	2022
9	LB	PUMP	75 LPM	6	Ebara	2022
10	LB	PUMP	155 LPM	4	Ebara	2022
11	LB	Pump	250 LPM	4	Ebara	2022
12	LB	Multigrade Sand Filter for Domestic	85 LPM	1	Pentair	2022
13	LB	Multigrade Sand Filter for HVAC	135 LPM	1	Pentair	2022
14	LB	Water Softner Plant for HVAC	150 LPM	1	Pentair	2022
15	LB	Sump Pump	500 LPM	2	Ebara	2022
16	LB	Sewage Treatment Plant	35 KLD	1	Clear-ion Experts	2022
17	LB	Hydrant /Sprinkler Pump at 80 mtr head	2850 LPM	2	Crompton Greaves	2021
18	LB	Jocky Pump at 80 mtr head	180 LPM	2	Crompton Greaves	2021
19	LB	Desiel Enginen at 80 mtr head	2850 LPM	1	Krilosker	2021

SN	Location	Item Description	Capacity	Qty	Make	Manufacture Year
20	LB	Water Curtain Pump at 50 mtr head	1650 LPM	1	Crompton Greaves	2021
21	UB	Axil Fan	16000 CFM	4	Flaktwood	2022
22	UB	Axil Fan	14000 CFM	7	Flaktwood	2022
23	UB	Axil Fan	4600 CFM	2	Flaktwood	2022
24	UB	Axil Fan	4500 CFM	2	Flaktwood	2022
25	UB	Axil Fan	21500 CFM	4	Flaktwood	2022
26	UB	Axil Fan	8500 CFM	1	Flaktwood	2022
27	UB	Axil Fan	2500 CFM	2	Flaktwood	2022
28	UB	Axil Fan	10000 CFM	2	Flaktwood	2022
29	UB	UPS	30 KVA	1	Vertiv	2023
30	UB	SPLIT AC 5 STAR	1.5 TON	2	GODRAGE	2023
31	UB	Main LT Panel	2500 AMP	1	ECS Engineering	2022
32	UB	Capacitor Panel	800 AMP	2	ECS Engineering	2022
33	UB	Ventilation Panel	160 AMP	2	ECS Engineering	2022
34	GF	AHU	1800 CFM	1	Edgetech	2022
35	GF	AHU	1600 CFM	5	Edgetech	2022
36	GF	AHU	1200 CFM	3	Edgetech	2022
37	GF	AHU	3500 CFM	2	Edgetech	2022
38	GF	AHU	6000 CFM	3	Edgetech	2022
39	GF	AHU	3200 CFM	1	Edgetech	2022
40	GF	AHU ROOM	3250 CFM	1	Edgetech	2022
41	GF	Axil Fan	24000 CFM	3	Flaktwood	2022
42	GF	Axil Fan	3500 CFM	1	Flaktwood	2022
43	GF	AXIL FAN	6000 CFM	1	Flaktwood	2022
44	GF	Axil Fan	2500 CFM	1	Flaktwood	2022
45	GF	FCU	800 CFM	6	Edgetech	2022
46	GF	FCU	1000 CFM	1	Edgetech	2022
47	GF	FCU	600 CFM	1	Edgetech	2022
48	GF	IN Line Fan	900 CFM	2	Aircon	2022
49	GF	Propeller Fan	300CFM	4	Aircon	2022
50	GF	Fire Alarm Panel	10 Loops	1	Honeywell	2021
51	GF	CCTV Rack	55 Cameras	1	Pelco	2023
52	GF	Data Rack	230 I/O Point	1	Legrand	2023
53	GF	EPBAX	250 Lines	1	Alcatel	2023
54	GF	Building Management System	For HVAC	1	Delta	2023
55	GF	SPLIT AC 5 STAR	1.5 TON	2	GODRAGE	2023
56	GF	HT Panel	630 Amp	1	ABB	2020
57	GF	Transformer	800 KVA	2	Universal	2020
58	GF	Isolator Panel	1250 Amp	4	ECS	2020
59	GF	Isolator Panel	630 Amp	1	ECS	2020
60	GF	DG	750 KVA	2	Krilosker	2020
61	GF	DG	250 KVA	1	Krilosker	2020
62	GF	Street Light	24 watt	15	Bajaj	2022
63	GF	Bollard Light	10 Watt	6	Bajaj	2022
64	GF	Gate Light	70 Watt	4	Bajaj	2022
65	GF	Passanger Lift	15 Person	2	Schindler	2021
66	GF	VIP Lift	8 Person	1	Schindler	2021

SN	Location	Item Description	Capacity	Qty	Make	Manufacture Year
67	GF	Passanger Lift Glass Type	15 Person	2	Schindler	2021
68	GF	Goods	2 Tons	1	Schindler	2021
69	GF	Escalators	3 Mtr	2	Schindler	2022
70	GF	Electrical Floor Panels	160 AMP	4	ECS Engineering	2022
71	FF	AHU	1800 CFM	5	Edgetech	2022
72	FF	AHU	1200 CFM	5	Edgetech	2022
73	FF	AHU	4000 CFM	2	Edgetech	2022
74	FF	AHU	6000 CFM	2	Edgetech	2022
75	FF	AHU	3200 CFM	1	Edgetech	2022
76	FF	AHU	10000 CFM	1	Edgetech	2022
77	FF	FCU	800CFM	5	Edgetech	2022
78	FF	FCU	1000CFM	1	Edgetech	2022
79	FF	FCU	600CFM	2	Edgetech	2022
80	FF	AXIL FAN	6000 CFM	2	Flaktwood	2022
81	FF	In Line Fan	900CFM	2	Aircon	2022
82	FF	Propeller Fan	300CFM	3	Aircon	2022
83	FF	Electrical Floor Panels	160 AMP	4	ECS Engineering	2022
84	SF	AHU	2700 CFM	1	Edgetech	2022
85	SF	AHU	3200 CFM	8	Edgetech	2022
86	SF	AHU	6000 CFM	1	Edgetech	2022
87	SF	AHU	1800 CFM	2	Edgetech	2022
88	SF	AHU	10000 CFM	1	Edgetech	2022
89	SF	FCU	800 CFM	2	Edgetech	2022
90	SF	FCU	600 CFM	3	Edgetech	2022
91	SF	Axil Fan	10500 CFM	1	Flaktwood	2022
92	SF	Axil Fan	6000 CFM	2	Flaktwood	2022
93	SF	In Line Fan	900 CFM	2	Aircon	2022
94	SF	Propeller Fan	300 CFM	1	Aircon	2022
95	SF	Electrical Floor Panels	160 AMP	4	ECS Engineering	2022
96	TF	AHU	1800 CFM	2	Edgetech	2022
97	TF	AHU	2700 CFM	4	Edgetech	2022
98	TF	AHU	3200 CFM	2	Edgetech	2022
99	TF	AHU	6000 CFM	5	Edgetech	2022
100	TF	AHU	1600 CFM	2	Edgetech	2022
101	TF	AHU	3500 CFM	1	Edgetech	2022
102	TF	FCU	800 CFM	2	Edgetech	2022
103	TF	FCU	1000 CFM	3	Edgetech	2022
104	TF	Axil Fan	7000 CFM	2	Flaktwood	2022
105	TF	In Line Fan	900 CFM	2	Aircon	2022
106	TF	In Line Fan	300 CFM	1	Aircon	2022
107	TF	Propeller Fan	300 CFM	2	Aircon	2022
108	TF	Electrical Floor Panels	160 AMP	6	ECS Engineering	2022
109	Terrace	Cooling Tower	170 Tr	3	Bell	2020
110	Terrace		6500 CFM	5	Flaktwood	2022
111	Terrace	AXIL FAN	15000 CFM	1	Flaktwood	2022
112	Terrace	Axil Fan	8500 CFM	2	Flaktwood	2022
113	Terrace	Axil Fan	8000 CFM	1	Flaktwood	2022
114	Terrace	Axil Fan	24000 CFM	2	Flaktwood	2022

SN	Location	Item Description	Capacity	Qty	Make	Manufacture Year
115	Terrace	SOLAR POWER SYSTEM 35 KW	35 KW	1	Adani	2023
116	TF	Conference room Mall Block AV system				
a		Delegate Unit		15	BRONXE	2025
b		Wireless access point controller		1		
c		Battery Charger		1		
d		Microphone		15		
e		Amplifire		2		
f		Speaker		8		
g		Camera		1		
h		Work station		9		
i		Motorised cable cubby		2		
j		Matrix Switcher		1		
k		Lapel Microphone		1		
l		Network Switch		1		
m		98" Display		1		
n		75"Display		2		

APPENDIX VIII - SCOPE OF THE PROJECT

1. Objective of the Facility:

The primary objectives for development of the Craft Complex include:

- a. Present a unique, multidimensional retail experience through a premium curated space which promotes and celebrates authentic handmade, both handicrafts and handlooms.
- b. Promote and propagate traditional craftsmanship in a contemporary form.
- c. Facilitate economic opportunities for Indian handicrafts industry by creating a retail hub which would include master craftspersons, designers, entrepreneurs, emerging brands and artists.
- d. Create a Living Cultural Hub to enhance the appreciation of diverse craft traditions among domestic and foreign audiences.
- e. Provide engaging educational experiences to consumers through ongoing design led workshops/ learning sessions and demonstrations furthering consumer needs and awareness.
- f. Offer high quality design-led sustainable product lines for discerning, conscious, and responsible consumers.

The Concessionaire shall be required to perform, including but not limited to, the functions mentioned below at the Project Facility.

2. Development and equipping works of the Project Facility

- 2.1 The Concessionaire shall undertake development and equipping works of the Project Facility which shall include development, upgradation and equipping the Project Facility to fulfill the Mandate of the Project Facility as mentioned in the Clause 3 of Appendix VIII.
- 2.2 The Concessionaire shall ensure development of dedicated spaces for art gallery, craft demonstration and workshop zones, AR/ VR zone and a kitchen set-up for F&B services at the Project Facility. The Concessionaire must ensure that there are dedicated spaces with fit-outs, infrastructure, provisions and facilities following Good Industry Practices within the Project Facility for the above functions. The remaining activities mentioned in the Program Mix such as the 'Crafts-based Cultural Performances' may be conducted at dedicated developed spaces in line with above or at temporary developed spaces in the Project Facility, as deemed appropriate by the Concessionaire.
- 2.3 The Project Facility shall be developed, equipped and completed by the Concessionaire in conformity with the Specifications and Standards set forth in Schedule C of Concession Agreement.
- 2.4 The Concessionaire shall submit the **Furnishing Plan** including details of works to be undertaken by Concessionaire within the Development Period to the Authority within 15 (fifteen) days of the Appointed Date.

The Furnishing Plan should include details of the development and equipping work proposed to be undertaken by the Concessionaire at the Project Facility. The Furnishing Plan should also include timelines to achieve the completion of work in line with the Project Milestones

provided in the Schedule F of the Concession Agreement.

In case of any delay in submission of the Furnishing Plan, beyond the above-mentioned period, the Authority shall reserve the right to recover a penalty of 0.1% of Performance Security per day. If the Authority objects to any activities proposed in the Furnishing Plan, Concessionaire shall be liable to change the activities proposed and suggest alternate activities, which shall again be subject to approval of Authority.

- 2.5 The Concessionaire shall specify the Retail Area in terms of ‘sq. ft.’ and provide the proposed floor-wise layout of the retail area in the Furnishing Plan. The Retail Area shall be the area within the Project Facility which is specifically demarcated to stores and showrooms for sale of handicraft and/ or handloom products. It shall also include the area allocated towards food and beverage outlets in the Project Facility. However, the Retail Area shall not include the area demarcated for pop-up or temporary stores/ stalls, gallery, workshops, conferences, events etc.
- 2.6 The Concessionaire, after completion of the requisite furnishings at the Project Facility, shall inform in writing to the Authority that it has completed the work as per the Furnishing Plan. The Concessionaire shall provide an Undertaking for Project Milestone-II, III and IV (Schedule F of Concession Agreement) stating that the development and equipping work of the relevant area, as per the Project Milestone, of the Project Facility has been executed as per the terms and conditions of the Concession Agreement, due care has been taken to ensure safety and security of the Third-Parties and Users of the Project Facility, and the respective Project Milestone has been achieved as per the terms & conditions of this Agreement.

The date on which the Concessionaire shall submit the Undertaking for Project Milestone-II shall be deemed as the Commercial Operations Date (the “Commercial Operations Date”).

The Concessionaire may allow access to the Project Facility to the Users only after the Commercial Operations Date.

3. **Mandate of the Project Facility**

The Project Facility has been designed to provide a unique curated retail space, celebrating creative and cultural industries, artisan craftsmanship and traditional handlooms and handicrafts. It includes building and positioning a global destination for artisanal contemporary lifestyle and textile products. The unique ‘reimagined retail’ strategy is to offer diverse and experiential learning opportunities; retail multiple carefully curated authentic handmade brands.

(The Concessionaire may refer the report titled, ‘*Strategy for India to showcase its Handicrafts and Handlooms to the world through a world class handmade heritage and design centres*’ published on the website of the Office of Development Commissioner (Handicrafts) <https://handicrafts.nic.in/tenders.aspx?type=24&MID=EvsdnH+UlJpTVhFYh+i13g==> to develop an understanding of potential ideas for utilization of the space at the Complex.)

The Concessionaire shall have to ensure that its business operations are performed in line with the mandate as follows:

3.1 Tenant/ Product Mix

3.1.1 Objective

A strategic tenant/ product mix is essential for efficient running of the facility. The basic objectives of the tenant mix shall be to achieve the following:

- Curate a diverse tenant/ product mix that promotes best of Indian handicrafts & handlooms.
- Maximize occupancy while maintaining high standards of product quality and uniqueness.
- Enhance customer experience through strategic adjacencies and diversity within the Category.

3.1.2 Handicraft Products

The Concessionaire shall ensure that only handicrafts and handloom as per the following definitions are sold at the Crafts Complex:

Handicrafts –

Handicrafts are defined as goods predominantly made by hand even though some tools or machinery may also have been used in the process; such goods are graced with visual appeal in the nature of ornamentation of in-lay work or some similar work of a substantial nature; possess distinctive features, which can be aesthetic, artistic, ethnic or culturally attached and are amply different from mechanically produced goods of similar utility however, in today's context, Handicrafts are being adopted and categorized under the product category of home, fashion, Furniture, and Textiles, and are sold because of their utilitarian and lifestyle values.

- Director General of Foreign Trade

Handloom -

Handloom means any loom, other than powerloom; and includes any hybrid loom on which at least one process for weaving requires manual intervention or human energy for production.

- *Status Quo in the Definition Of Handloom Under Handloom Reservation Act, Press Information Bureau, Government of India*

Products belonging to the below-mentioned handicraft/ handloom categories shall be allowed to be sold at the Crafts Complex:

SN	Main Categories	Sub-Categories
1	Textile based craft	Embroidery
		Hand Block Printing
		Carpet, Rugs, Durries
		Other textile-based crafts
2	Metal Craft Category	Silver metal
		Gold metal

		Bronze metal
		Brass metal
		Iron metal
		Copper metal
		Other Metal crafts
3	Stone craft category	Stone (Carving)
		Stone (Inlay)
		Stone (Others)
4	Woodcraft Category	Wooden Artwares
		Wood (Carving)
		Wood (Inlay and marquetry)
		Wood (turning and lacquer ware)
5	Leather Craft Category	Leather (Footwear)
		Leather (others)
6	Natural Fibre and Grass work category	Natural Fibre
		Cane and Bamboo
		Grass work
		Leaf, Reed & Rattan
7	Mud based category	Terracotta and pottery works
		Other mud-based crafts
8	Paper craft category	Paper crafts
9	Miscellaneous	Folk painting
		Jewelry
		Bone, Horn, & Shell crafts
		Lac and Wax Crafts
		Figurines and toys
		Musical instrument
		Glass and beads crafts
		Other crafts

A handicraft product shall be deemed to belong to a particular region as per the categorization of the crafts detailed at Annex-I to the Appendix-VIII.

For additional details, the Bidders may refer the website of the Office of DC(Handicrafts) (<https://handicrafts.nic.in/>) and the Office of DC(Handloom) (<https://handlooms.nic.in/>).

3.1.3. Mandate for the tenant/ product mix:

Summary of the mandate for the tenant mix is as follows:

- i. Minimum 70% of the Retail Area has to be allocated to Product and Craft Categories
- ii. Minimum 35% of the Retail Area has to be allocated to entities from SME, women-led and design-led start-up background
- iii. Representation from three (3) geographical regions has to be ensured across each Product Segment
- iv. Eight (8) handicraft Craft Categories and Handloom must be represented.

Note: The above summary has been mentioned for easy reference only. The Selected Bidder shall have to follow the mandate as per the details mentioned below.

The various products belonging to handicraft and handloom industry have been categorized as follows:

	Product Verticals (PV)			
	PV1: Apparel & Accessories		PV2: Home & Lifestyle (H&LS)	
Product Segment (PS)	PS1: Handloom#	PS2: Handicrafts	PS3: Handicrafts	PS4: Handicrafts
Minimum Retail Area	15%	15%	30%	10%
Product Categories	1. Sarees 2. Unstitched products – (shawls, stoles, dupattas) 3. Garments 4. Soft home furnishing products like throws, runners, mats, tablecloth, bedcovers etc. <i># includes few H&LS products which are not covered under Handicrafts</i>	1. Jewelry 2. Accessories: Footwear, bags, belts, headgear etc. 3. Sarees, unstitched products & garments using textile-based crafts	1. Home interior and décor – furniture, utensils, artefacts & objects like sculptures, statues, showpieces, frames, toys, paintings etc. 3. Lighting – lamps, light fixtures, chandeliers etc. 4. Desk office Accessories & stationery 5. Home furnishing & soft textiles like bedding, curtains, tablecloth, runners, cushions etc.	1. Carpets 2. Rugs 3. Dhurries
Craft Categories	Handloom	1. Textile-based craft 2. Metal craft 3. Leather craft 4. Paper craft 5. Miscellaneous	1. Textile based crafts 2. Wood-based craft 3. Metal craft 4. Stone craft 5. Natural fibre and grass work craft 6. Mud-based craft 7. Paper craft 8. Miscellaneous	1. Textile-based craft
Geographical Regions (GR)	Minimum 3 GRs should be represented (cumulatively for all Product Categories) under this Product Segment	Minimum 3 GR should be represented (cumulatively for all Craft Categories) under this Product Segment	Minimum 3 GRs should be represented (cumulatively for all Craft Categories) under this Product Segment	Minimum 3 GRs should be represented (cumulatively for all Product Categories) under this Product Segment

The Concessionaire shall have to ensure representation of products for sale at the Facility as follows:

1. Product-based representation:

a. Product Vertical 1: Apparel & Accessories

The Concessionaire shall have to provide a minimum 30% of the Retail Area for retail of products under this Product Vertical.

a-1. Product Segment 1: Handloom (PS1)

The Concessionaire shall have to provide a minimum 15% of the Retail Area for retail of products under this Product Segment.

The Concessionaire shall ensure shops are allocated to each of the three (3) Product Categories under this Product Segment. At least one (1) shop should be allocated to each of the Product Category.

The Concessionaire must ensure that minimum three (3) Geographical Regions should be represented (cumulatively for all Product Categories) under this Product Segment.

a-2. Product Segment 2: Handicrafts (PS2)

The Concessionaire shall have to provide a minimum 15% of the Retail Area for retail of products under this Product Segment.

The Concessionaire shall ensure shops are allocated to minimum two (2) ('Selected Categories') out of the four (4) product categories under this Product Segment. At least one (1) shop should be allocated to each of the Selected Categories.

The Concessionaire must ensure that minimum three (3) Geographical Regions should be represented (cumulatively for all Product Categories) under this Product Segment.

b. Product Vertical 2: Home & Lifestyle

The Concessionaire shall have to provide a minimum 40% of the Retail Area for retail of products under this Product Vertical.

b-1. Product Segment 3: Handicrafts (PS3)

The Concessionaire shall have to provide a minimum 30% of the Retail Area for retail of products under this Product Segment.

The Concessionaire shall ensure shops are allocated to each of the four (4) Product Categories under this Product Segment. At least one (1) shop should be allocated to each of the Product Category.

The Concessionaire must ensure that minimum three (3) Geographical Regions should be represented (cumulatively for all Product Categories) under this Product Segment.

b-1. Product Segment 4: Handicrafts (PS4)

The Concessionaire shall have to provide a minimum 10% of the Retail Area for retail of products under this Product Segment.

The Concessionaire shall ensure minimum three (3) shops are cumulatively allocated to the Product Categories under this Product Segment.

The Concessionaire must ensure that minimum 3 geographical regions should be represented (cumulatively for all Product Categories) under this Product Segment.

c. Food & Beverages

The Concessionaire shall have to provide a minimum of 15% of the Retail Area for providing services for Food & Beverages. The Food & Beverages shall belong to any Indian Cuisine and should align with Facility's theme of Indian Cultural and Traditional experiences.

2. Entity-wise representation

While ensuring and securing the representation of products as above, the Concessionaire shall ensure handicraft and handloom industry representation as follows:

- i. Allocation for MSEs (Micro and Small Enterprises): Minimum 20% of Retail Area
- ii. Allocation for Women-led start-ups: Minimum 10% of Retail Area
- iii. Allocation for Design-led start-ups: Minimum 5% of Retail Area

The Entity-wise representation may be achieved inclusively with the Product-wise representation.

The entities which are recognized as 'Startup' by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce, Government of India shall be eligible for consideration under this clause.

'Women-led start-ups' shall mean that the position of Chief Executive Officer or equivalent or at least one of the founders should be a woman or 26% of the equity should be held by women.

3.2 Program Mix

3.2.1 The Concessionaire shall have to curate experiences to showcase the best of Indian Handicrafts and Handloom at the Project Facility. The activities to be conducted by the Concessionaire shall cover the following:

Table A-3: Program Activities

SN	Description	Remarks
1	Craft Demonstrations	A dedicated space reserved for craft demonstration. Different craft categories on rotational basis shall be demonstrated at the Facility for better realization of the artisans' efforts and techniques to the visitors.
2	Craft Workshops	Workshops shall be held for students to learn different art/ craft forms such as pottery, painting, stitching, puppet-making etc. to add another layer to the visitor experience. The workshops should be conducted by artisans with different crafts to be taught on rotational basis.
3	Craft-based Cultural performances in common areas	Indian craft-based cultural performances may be held to develop a traditional ambience adding to the authenticity of the experience
4	AR/ VR experiences	Experiences leveraging the state-of-the-art technology to provide immersive experiences to the visitors. Products featuring gamified experiences may be incorporated to provide learning opportunities to the visitors about Indian Handicrafts and handloom.

5	'Best of Design' Gallery	Dedicated space for changing exhibitions of artifacts and collectibles from craftpersons and national awardees showcasing the best of traditional and contemporary interpretations from across India
6	Conferences/ Seminars	Training Sessions, Workshops, Product Launches, Corporate presentations, Press Interactions etc. Differential pricing shall be maintained for government organizations and private organizations

The Concessionaire shall have to meet the following minimum obligations for the Program Mix to ensure adherence to the Mandate:

SN	Description	Minimum frequency of events
1	Craft Demonstrations	Artisans should be available for craft demonstrations for a minimum fifteen (15) days per month. The Concessionaire shall maintain a separate attendance record along with photographs of the artisans visiting the Project Facility for the said activity.
2	Craft Workshops	Craft Workshops must be conducted at the Project Facility for a minimum of 5 (five) days per month. The Concessionaire shall maintain a separate attendance record along with photographs of the artisans visiting the Project Facility for the said activity.
3	Craft-based Cultural performances in common areas	Craft-based cultural performances must be conducted at least once per month in the Project Facility. The Concessionaire shall maintain a separate attendance record along with photographs of the artisans visiting the Project Facility for the said activity.
4	'Best of Design' Gallery	The Concessionaire must ensure that the Gallery should be occupied by an artist/ artisan for a minimum of 15 (fifteen) days per month. The craft and art being showcased at the Gallery should rotate at least once every two months. The Concessionaire shall maintain separate records along with photographs regarding the utilization of the Gallery at the Project Facility.
6	Conferences/ Seminars	The Concessionaire must ensure that the Conference Room should be occupied for a minimum of 10 (ten) days per month. The Concessionaire shall maintain separate records along with photographs regarding the utilization of the Conference Room at the Project Facility.

The Concessionaire shall be required to submit a tentative annual calendar of events being held at the Project Facility to the Authority for its' records, at the start of each Annual Period.

3.3 Marketing & Promotion

3.3.1 The Concessionaire shall have to ensure active marketing & promotion for the Project Facility. The Concessionaire shall utilize both digital (social media, digital newsletters, website, influencer collaborations, SEO etc.) and traditional (print media – newspapers, Out-Of-Home (OOH) advertising, radio advertising etc.) marketing channels.

3.3.2 All activities related to marketing & promotion of the Project Facility shall also conform to Good Industry Practice and guidelines published by Government of India and/ or Ministry of Information and Broadcasting. For the avoidance of doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time and no compensation shall be claimed on account thereof. The Concessionaire shall, on a best-efforts basis, undertake curation and programming of the Project Facility during major festivals in India to promote Indian culture and traditions. The Authority, at its discretion, may provide inputs on the above aspects and the Concessionaire shall consider these inputs based on mutual discussions with the Authority.

Irrespective of the time of the day and scale of the advertisement, **no** Advertisement or any marketing & promotional content related to the Project Facility that is on the content hereunder shall be allowed to display content containing, including but not limited to, pornographic content, sexual overtone, nudity, “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986, child abuse, racial abuse to any caste or community, violence, lottery tickets and political campaigns.

3.3.3 The Concessionaire must meet the following minimum requirement regarding marketing & promotion to ensure adherence to the mandate

SN	Key Performance Indicator	Description	Minimum requirement
1	Social media activity	Number of new posts per week (tweet, story, photo, reel) across each social media platform i.e. Twitter, Instagram and Facebook	3
2	Social media collaboration	Number of unique content (reel, photo, blog, vlog etc.) created per quarter with social media influencers	3
3	Traditional media activity	Number of unique publications per month across all channels (newspaper, OOH – unipoles, public transport etc.)	2

4. Operations, Maintenance and Management of the Project Facility

The Concessionaire shall undertake operations, maintenance and management of the Project Facility in terms of the Concession Agreement and attached Schedules thereof.

4.1 The Concessionaire shall operate and maintain the Project Facility during the Concession Period and adhere to Mandate of the Project Facility as set forth in the Schedule-B of the Concession Agreement. If Authority finds the Concessionaire failing to meet any

requirements as stated in Schedule B of the Concession Agreement, then Authority shall give a notice to Concessionaire stating the fault (the “Fault”) and grant 30 (thirty) days to rectify the same.

4.2 If Authority finds the Fault has not been rectified within the specified time period, then Authority shall have the right to encash the Performance Security @ 0.5% per day till the Fault has not been rectified. The penalty shall be levied upto 15% of the Performance Security, upon which the Concessionaire shall be deemed to be under Default and the Agreement shall be liable for Termination.

If Authority finds such Faults on three (3) separate occasions in a year or fifteen (15) separate occasions in the Agreement Period, the Concessionaire shall be deemed to be under Default and the Agreement shall be liable for Termination.

4.3 Concessionaire shall be required to apply for and obtain clearances as applicable for holding any event in the Project Facility, including but not limited to permissions from local bodies, police, traffic, fire etc.

4.4 Repair and maintenance of any kind in the Project Facility shall be the responsibility of Concessionaire. However, Concessionaire shall be required to take prior approval of Authority before undertaking any major maintenance in the Project Facility, including but not limited to painting and whitewashing.

4.5 Concessionaire shall keep the premises clean and shall ensure proper disposal of any garbage generated in the Project Facility.

4.6 Concessionaire shall ensure that operation of Project Facility does not disturb operations of other activities in the Office Block of the Crafts Complex.

4.7 Concessionaire shall not damage the existing structures of Project Facility. Concessionaire shall have to obtain consent from Authority before carrying out temporary or permanent construction activity in the Project Facility. It shall be the responsibility of Concessionaire that the greenery is not destroyed due to any activities carried out in Project Facility.

4.8 The Concessionaire recognizes and acknowledges the fact that the Project is intended to provide a public facility and the Concessionaire shall have no right to prevent, impede or obstruct any bona fide Users from using the Project Facility, save for regulating such usage under the terms of this Agreement. Under exceptional circumstances, if the Concessionaire apprehends any detriment to the Facility, it shall seek instructions from the Authority, whose decision in this regard shall be final.

4.9 The Concessionaire must keep the Project Facility open for a period of at least 9 hours per day (preferably, from 11AM to 8PM) on all days of the week. However, the Concessionaire shall ensure that the opening and closing hours of the Project Facility comply with the ongoing norms set out by the relevant local government body or authority or Applicable Laws.

4.10 The applicable rules with regards to the permissible sound level shall be applicable.

4.11 Any activity that is unlawful / illegal or deemed unlawful under any Indian Act or legislation shall be strictly prohibited in the Project Facility.

5. Scope demarcation between the Office Block and the Mall Block

- 5.1 The Concessionaire shall be responsible for the operations, maintenance and management for the areas falling under the Project Facility as per Schedule-A of the Concession Agreement and shall perform its functions as per the terms and conditions of the Concession Agreement and connected Schedules. The Concessionaire shall be responsible for the payment of utilities such as electricity, water, gas, and others, if any, for the consumption within the Project Facility or for services being provided within the Project Facility.
- 5.2 The Authority shall be responsible for the operations, maintenance and management for the Office Block and the equipment which are solely used for the operations inside the Office Block such as elevators in the Office Block and other equipment, if any. The Authority shall be responsible for the payment of utilities such as electricity and others, if any, for the consumption within the Office Block. However, the Authority shall not pay for the water consumed within the Office Block and it shall be the responsibility of the Concessionaire.
- 5.3 The Concessionaire shall operate, maintain, and manage (including payments towards utility consumption such as electricity, water etc.) for all the equipment (listed in Appendix VII) of the Office Block and the Mall Block such HVAC system, STP, Transformer, fire-fighting system, plumbing system and any other equipment and/ or system. The Concessionaire shall be responsible to maintain adequate water supply for both the Office Block and the Mall Block.

Appendix-VIII
Annex-I

The below-list is dynamic. To obtain the updated details regarding state of practice, the Concessionaire may seek the same from the Authority or refer to the Authority's website from time-to-time.

SN	Craft Category	Sub-Category	SN	Crafts
1	Textiles based Craft Category	Embroidery	1	Tharu Embroidery
			2	Kutch Embroidery
			3	Kasuti Embroidery
			4	Sandur Lambani Embroidery
			5	Toda Embroidery
			6	Gujarat Suf Embroidery
			7	Sujini Embroidery Work of Bihar
			8	Kapadaganda Dungaria kondh Embroidery Shawl
			9	Applique (Khatwa) Work of Bihar
			10	Pipli Applique Work
			11	Phulkari
			12	Lucknow Chikan Craft
			13	Chamba Rumal
			14	Nakshi Kantha
			15	Kashmir Sozani Craft
			16	Bikaner Kashidakari Craft
			17	Surat Zari Craft
			18	Bareilly Zari Zardoji
			19	Lucknow Zardozi
			20	Banaras Zardozi
			21	Kathiawad Embroidery
			22	Marodi Embroidery
			23	Gota Patti Embroidery
			24	Porgai Embroidery
			25	Mathuria Embroidery
			26	Malerkotla Zari Works
			27	Danke ka Kaam
			28	Banjara Embroidery
			29	Kheta Embroidery
			30	Ari Work
			31	Tilla Work
			32	Applique
			33	Zalakdozi
			34	Bharoon Craft
			35	Crewel
			36	Zari Zardozi
			37	Other Embroideries
		Hand Block Printing	38	Banaras Hand Block Print
			39	Pilkhuwa Hand Block Print Textiles
			40	Sanganeri Hand Block Printing
			41	Bagru Hand Block Print
			42	Ahmedabad Sodagari Block Print
			43	Ujjain Batik Print
			44	Farrukhabad Prints
			45	Bagh Prints of Madhya Pradesh
			46	Kutch Ajrakh
			47	Block Printing of Akola
			48	Tinsel Printing
			49	Tarapur Hand Block Dabu printing
			50	Nandana printing

SN	Craft Category	Sub-Category	SN	Crafts
			51	Bela Print of Kutch
			52	Mendh Ki Chappai
			53	Other Hand Block Print
		Carpet, Rugs & Durries	54	Kashmiri Hand Knotted Carpet
			55	Gwalior Handmade Carpet
			56	Hand Made Carpet of Bhadohi
			57	Bhotia Dann of Uttarakhand
			58	Arunachal Pradesh Handmade Carpet
			59	Namda Craft
			60	Gabbas
			61	Tibetan Carpets
			62	Tsug-Dul & Tsug-Gdan
			63	Other Carpet, Rugs & Durries
		Other Textiles based Craft	64	Kutch Bandhani
			65	Gharchola Craft
			66	Patchwork of Rampur
			67	Machilipatnam Kalamkari
			68	Lahauli Knitted Socks & Gloves
			69	Pashmina Wool of Ladakh
			70	Madurai Sungudi
			71	Karuppur Kalamkari Paintings
			72	Srikalahasti Kalamkari
			73	Jamnagari Bandhani
			74	Baghpat Home Furnishing
			75	Jodhpur Bandhej Craft
			76	Rangwali Pichhoda of Kumanon
			77	Mata Ni Pachhedi
			78	Narsapur Crochet Lace Products
			79	Hand Batik
			80	Lace
			81	Handmade knitted goods
			82	Split Ply Braiding
			83	Tie & Dye
			84	Kaudi (Quilt) Craft
			85	Shengao Making Craft
			86	Potlo Making Craft
			87	Tapestry
			88	Patch Work
			89	Chatapati
			90	Bohra Caps
			91	Paabu Stitched Boots
			92	Thigma Resist Dyeing
			93	Nala Drawstrings
			94	Ritual Cloth Installation
			95	Leheriya
			96	Others
2	Metal Craft Category	Silver metal	97	Silver Filigree of Karimnagar
			98	Cuttak Silver Filigree
			99	Hupari Silver Craft
			100	Filigree & silverware
			101	Other Silver Metal Craft
		Gold Metal	102	Bikaner Usta Kala Craft
			103	Thewa Art Work
			104	Other Gold Metal Craft
		Bronze Metal	105	Karnataka Bronzeware
			106	Swamimalai Bronze Icons

SN	Craft Category	Sub-Category	SN	Crafts
			107	Other Bronze Metal Craft
		Brass Metal	108	Budithi Bell & Brass Metal Craft
			109	Bakhira Brassware
			110	Bastar Dhokra
			111	Bell Metal Ware of Datia and Tikamgarh
			112	Sarthebari Bell Metal Craft
			113	Adilabad Dokra
			114	Bengal Dokra
			115	Mirzapur Pital Bartan
			116	Brass and Bell Metal craft
			117	Other Brass Metal Craft
		Iron Metal	118	Bastar Iron Craft
			119	Wrought Iron Crafts of Dindori
			120	Other Iron Metal Craft
		Copper Metal	121	Uttarakhand Tamta Product
			122	Copperware
			123	Copper Snake
			124	Other Copper Metal Craft
		Other Metal Crafts	125	Mainpuri Tarkashi
			126	Aranmula Kannadi
			127	Payyannur Pavithra Ring
			128	Udaipur Koftgari Metal Craft
			129	Thanjavur Art Plate
			130	Nachiarkoil Kuthuvilakku ("Nachiarkoil Lamp")
			131	Pembarthi Metal Craft
			132	Moradabad Metal Craft
			133	Aligarh Tala
			134	Jalesar Dhatushilp (Metal Craft)
			135	Bidriware
			136	Banaras Metal Repouse Craft
			137	Dindigul Locks
			138	Metal Casting
			139	Banaras Metal Casting Craft
			140	Art Metalware
			141	Sheet Metal Craft
			142	Tarkashi
			143	Metal Embossing
			144	Kolhapuri Saj
			145	Punjab Kalire
			146	Others
3	Stone Craft Category	Stone (Carving)	147	Durgi Stone Carvings
			148	Allagadda Stone Carving
			149	Myladi Stone Carvings
			150	Konark Stone carving
			151	Other Stone Carving
		Stone (Inlay)	152	Agra Marble Inlay
			153	Other Stone Inlay
		Stone (Others)	154	Banda Shazar Patthar craft
			155	Mahoba Gaura Patthar Hastashlip
			156	Jabalpur Stone Craft
			157	Varanasi Soft Stone Jali Work
			158	Agates of Cambay
			159	Mahabalipuram Stone Sculpture
			160	Chhattisgarh Stone Craft
			161	Ningthoukhong Stone Craft
			162	Pebble Stone

SN	Craft Category	Sub-Category	SN	Crafts
			163	Katas (stone chiesling)
			164	Others
4	Wood Craft Category	Wooden Artwares	165	Udayagiri Wooden Cutlery
			166	Rajouri Chikri Wood Craft
			167	Saharanpur Wood Craft
			168	Nagina Wood Craft
			169	Wooden Mask of Kushmandi
			170	Bastar Wooden Craft
			171	Khatamband
			172	Chamoli Wooden Ramman Mask
			173	Sawantwadi wooden Craft
			174	Arunachal Pradesh Wancho Wooden Craft
			175	Chitrakoot Wooden Craft
			176	Sadeli Craft
			177	Thanjavur Netti Works
			178	Drift wood craft
			179	Pinjra Kari
			180	Tulsi Kanthi Mala
			181	Daigan Wood of Bastar
			182	Rath Craft
			183	Nettoor Box
			184	Willow Cricket Bat
			185	Ayodhya Khadau
			186	Kavad Craft
			187	Shikara
			188	Sherpai (Suri Bawl)
			189	Lantana Craft
			190	Sholapith
			191	Other (Wooden Artware)
		Wood (Carving)	192	Kashmir Walnut Wood Carving
			193	Ladakh Shingskos (Wood Carving)
			194	Arumbavur Wood Carvings
			195	Kallakurichi Wood Carving
			196	Banaras Wood Carving
			197	Uttarakhand Likhai (Wood Carving)
			198	Pethapur Printing Blocks
			199	Wooden Block making
			200	Other (Wooden Carving)
		Wood (Inlay & Marquetry)	201	Mysore Rosewood Inlay
			202	Other (Wood Inlay)
		Wood (turning and lacquer ware)	203	Wood Turning & lacquerware
		Wooden Furniture	204	Sankheda Furniture
			205	Nirmal Furniture
			206	Other (Wooden Furniture)
5	Leather Craft Category	Leather (Footwear)	207	Kolhapuri Chappal
			208	Chamba Chappal
			209	Kataki Chappal
			210	Other (Leather Footwear)
		Leather (Other articles)	211	Santiniketan Leather Goods
			212	Kanpur Saddlery
			213	Andhra Pradesh Leather Puppetry
			214	Others
6	Natural Fibre & Grass work	Natural Fibre	215	Alleppey Coir

SN	Craft Category	Sub-Category	SN	Crafts
			216	Coir Craft
			217	Jute Craft
			218	Sisal Craft
			219	Banana Fibre
			220	Nettle Fibre
			221	Bhimal
			222	Other Natural Fibre
	Cane & Bamboo		223	Uttarakhand Ringal Craft
			224	Assam Jaapi
			225	Bareilly Cane & Bamboo Craft
			226	Cane & Bamboo Craft
			227	Mudha Making
			228	Willow Wicker
			229	Bamboo Root Carving
			230	Other Cane & Bamboo Craft
	Grass Work		231	Sikki Grass Products of Bihar
			232	Madur Kathi
			233	Moonj craft of Uttar Pradesh
			234	Pattamadai Pai ("Pattamadai Mat")
			235	Sital Pati
			236	Kora grass mat
			237	Paddy Straw Work
			238	Lavancha Craft
			239	Pulla Making (Footwear)
			240	Other Grass Work
	Leaf, Reed & Rattan		241	Thaikkal Rattan Craft
			242	Screw Pine Craft of Kerala
			243	Assam Pani Meteka Craft
			244	Palm Leaf Engraving
			245	Screw pine
			246	Water Hyacinth Craft
			247	Sarkanda Craft of Haryana
			248	Reed Mats
			249	Chik making
			250	Maslond (Grass Mats)
			251	Rope making
			252	Pine Needle Craft
			253	Other Leaf, Reed & Rattan Craft
7	Mud based Craft Category	Terracotta & Pottery works	254	Villianur Terracotta Works
			255	Blue Pottery of Jaipur
			256	Pokaran Pottery
			257	Manamadurai Pottery
			258	Khurja Pottery
			259	Nizamabad Black Pottery
			260	Gorakhpur Terracotta
			261	Chunar Glaze Pottery
			262	Bankura Panchmura Terracotta Craft
			263	Assam Asharikandi Terracotta Craft
			264	Meghalaya Lyrnai Pottery
			265	Bastar Terracotta
			266	Glazed Pottery
			267	Black Pottery
			268	Kota Pottery of Nilgiri
			269	Thongjao Pottery
			270	Others
		Other Mud Based Crafts	271	Molela Clay Work

SN	Craft Category	Sub-Category	SN	Crafts
			272	Pressed Clay work of Melaghar
			273	Lucknow Clay Work
			274	Others
8	Paper Craft Category	Paper Crafts	275	Kashmir Paper Machie
			276	Tirukanur Papier Mache Craft
			277	Kalpi Handmade Paper
			278	Arunachal Pradesh Monpa Handmade Paper
			279	Mathura Sanjhi Craft
			280	Paper Craft (Paper Quiling, Rolling & Weaving)
			281	Paper machie
			282	Sanjhi Art
			283	Kite making
			284	Paper Pulp (Sakhta Saz)
			285	Other Paper Crafts
9	Miscellaneous	Folk Painting	286	Kutch Rogan Craft
			287	Pithora Painting
			288	Ganjifa Cards of Mysore
			289	Madhubani Paintings
			290	Kangra Painting
			291	Mysore Traditional Painting
			292	Orissa Pattachitra
			293	Nathdwara Pichhwai Painting
			294	Nirmal Paintings
			295	Cheriyal Paintings
			296	Basohli Painting
			297	Sohrai – Khovar Painting
			298	Gond Painting of Madhya Pradesh
			299	Thanjavur Paintings
			300	Bengal Patachitra
			301	Warli Painting
			302	Manjusha Art
			303	Uttarakhand Aipan
			304	Sawantwadi Ganjifa Card
			305	Assam Majuli Manuscript Painting
			306	Banaras Mural Painting
			307	Painting of Lanjia Saura (IDITAL)
			308	Mithila Painting
			309	Miniature Painting
			310	Jadopatia Painting
			311	Muria Painting
			312	Tassar Painting
			313	Thanka Painting
			314	Tribal Painting
			315	Chitrakathi painting
			316	Paitkar painting
			317	Glass painting
			318	Hase chittara painting
			319	Mural Painting
			320	Savara Tribal painting
			321	Godna Painting
			322	Kurumba Painting
			323	Saura Painting
			324	Dashavatara Cards
			325	Tikuli Painting
			326	Ganjapa- Painted Playing Cards
			327	Gond Painting

SN	Craft Category	Sub-Category	SN	Crafts
			328	Mandi Kalam
			329	Ajanta Painting
			330	Bhittichitra Craft
			331	Mud & Mirror Work (Lippon Painting)
			332	Scratch Painting
			333	Chamba Painting
			334	Gesso Painting
			335	Surpur Painting
			336	Kaavi Art
			337	Other Paintings
	Jewellery		338	Temple Jewellery of Nagercoil
			339	Banaras Gulabi Meenakari Craft
			340	Metal Jewellery
			341	Costume Jewellery
			342	Crosia Jewellery
			343	Bamboo Jewellery
			344	Immitation Jewellery
			345	Tribal Jewellery
			346	Pearl Jewellery
			347	Stone Studded Bangles
			348	Kundan Meenakari
			349	Terracotta Jewellery
			350	Gold Jewellery
			351	Silver Jewellery
			352	Patua Kaam (Jewellery Stringing)
			353	Others
	Bone, Horn & Shell Crafts		354	Sambhal Bone Craft
			355	Sambhal Horn Craft
			356	Brass Broidered Coconut Shell Crafts of Kerala
			357	Sea Shell Craft
			358	Fish Scale Craft
			359	Conch-Shell Craft
			360	Cowrie Shell Craft
			361	Bone Carving
			362	Coconut Shell Craft
			363	Tumba (Bottle Gourd) craft
			364	Shimpla Hastkala
			365	Tortoise Shell Carving
			366	Other Bone & Horn Crafts
	Lac and Wax Crafts		367	Hyderabad Lac Bangles
			368	Candle making
			369	Lac bangles
			370	Other lac & wax crafts
	Figurines and Toys		371	Kathputlis of Rajasthan
			372	Etikoppaka Toys
			373	Kinhal Toys
			374	Channapatna Toys & Dolls
			375	Thanjavur Doll
			376	Pen Ganesh Idol
			377	Kondapalli Bommallu
			378	Nirmal Toys and Craft
			379	Varanasi Wooden Lacquerware & Toys
			380	Leather Toys of Indore
			381	Wooden Toys
			382	Bonthapally Toys
			383	Gokak Toys

SN	Craft Category	Sub-Category	SN	Crafts
			384	Kathputtli
			385	Yakshagana Puppetry
			386	Jhabua Adivasi dolls
			387	Raja Rani Dolls
			388	Manipuri Doll
			389	Bhootakola Craft
			390	Terracota Toys
			391	Other Dolls & Toys
	Musical Instrument		392	Amroha Dholak
			393	Assam Bihu Dhol
			394	Pilibhit Bansuri
			395	Banaras Sehnai
			396	Narasinghapettai Nagaswaram
			397	Bobbili Veena
			398	Maddalam of Palakkad
			399	Thanjavur Veenai
			400	Miraj Sitar
			401	Miraj Tanpura
			402	Bodo Thorkha
			403	Bodo Kham
			404	Bodo Serja
			405	Bodo Sifung
			406	Bodo Gongona
			407	Bodo Jotha
			408	Banaras Tabla
			409	Chhattisgarh Sulur (Bamboo Flute)
			410	Morchang
			411	Flute making
			412	Mandar
			413	Nagada
			414	Pena Making Craft
			415	Pung Making Craft
			416	Ravan Hatha
			417	Khasi & Garo Musical Instruments
			418	Jodiya Pava
			419	Santoor making
			420	Veena making
			421	Dotora
			422	Sitar
			423	Other Musical Instruments
	Glass and Beads Crafts		424	Firozabad Glass
			425	Varanasi Glass beads
			426	Glass Beads
			427	Cut glass work
			428	Jhabua Bead Work
			429	Others
	Other Crafts		430	Kavdi Maal of Tuljapur
			431	Purulia Chau Mask
			432	Majuli Mask of Assam
			433	Jaderi Namakatti
			434	Chhattisgarh Teer Kaman Craft (Bow & Arrow)
			435	Incense Stick
			436	Cow dung craft
			437	Daraz
			438	Nettippatam
			439	Mizo Hat/Topi Craft

SN	Craft Category	Sub-Category	SN	Crafts
			440	Calligraphy
			441	Resin Based Artwork/Figures
			442	String Art (New Craft)
			443	Banaras Mukhote
			444	Mala Baddhi
			445	Fabric flower craft
			446	Hammock Craft
			447	Shatra & Pre-Chong Craft
			448	Waggu
			449	Sundari
			450	Resin Craft
			451	Gangor Idol Making
			452	Manikkamalai (Natural flower garland)
			453	Dry Flower
			454	Coconut Husk Craft
			455	Others (Specified Name)

APPENDIX IX – PERFORMANCE SECURITY

WHEREAS:

- (A) (the “**Concessionaire**”) and the Office of the Development Commissioner (Handicrafts), Ministry of Textiles (“**Authority**”) and having its principal office(s) at have agreed to enter into a Concession Agreement (the “**Agreement**”). The Authority vide Letter of Award (the “**LOA**”) dated has agreed to the Concessionaire undertaking the equipping works, operation, maintenance, and management of the Project at Vasant Kunj, New Delhi on Equip, Operate, Maintain and Transfer (“**EOMT**”) basis, subject to and in accordance with the provisions of the LOA and the Agreement.
- (B) The LOA and the Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 5,00,00,000 (Rupees Five Crore Only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement.
- (C) We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of the Joint Development Commissioner or equivalent, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the

Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect after expiry of a period of 66 (Sixty-Six) months from the Date of Issuance of Letter of Award, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the

envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [____] from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed thisday of 202.... at SIGNED,

SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature) (Name)

(Designation) (Code

Number) (Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.