

**E-TENDER NOTICE FOR**

**COTTAGE CAFÉ**

**AT JAWAHAR VYAPAR BHAWAN, JANPATH, NEW DELHI FOR**


**CENTRAL COTTAGE INDUSTRIES CORPORATION**

**OF INDIA LTD. (CCIC),**

**UNDER MINISTRY OF TEXTILES**

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<b>Advt. CCIC/CS/ E-notice/March 2019/Cottage Café</b>	<b>E-Tender for Cafeteria at CCIC's showroom at JVB, New Delhi</b>		<b>CCIC of India Ltd., PSU (Ministry of Textiles)</b>
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### **Notice Inviting E-Tender**

1.	NIT TENDER No.	No.CCIC/CS/E-notice/March2019/Cottage Café
2.	Project	E-Tender notice for COTTAGE CAFÉ at CCIC's showroom at JVB, New Delhi
3.	Contact Person	Company Secretary Tel.011-23322107
4.	Bid to be submitted	Online
5.	Bidding Process	Two Bid System (Technical and Financial Bid)
6.	Website for NIT download and any other related information	<a href="http://www.thecottage.in">www.thecottage.in</a>
7.	Portal for Online Submission	<a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Price among technically qualified bidders
10.	Time frame for implementation	As per Tender document
11.	Name and designation of Committee Members who will submit recommendation	1. GM (Comm./Marketing) 2. DM(F) 3. Company Secretary

### **Schedule of Events**

	<b>EVENT</b>	<b>VENUE/DATE/TIME</b>
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 <b>Before 22/04/2019, 03:00 PM</b>
2.	Pre-bid Meeting	08/04/2019 at 3.00 PM. Parties may visit the site on Pre-Bid date.
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 22/04/2019, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 23/04/2019, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

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

<p>Advt. CCIC/CS/ E-notice/March 2019/Cottage Café</p>	<p>E-Tender for Cafeteria at CCIC's showroom at JVB, New Delhi</p>		<p><b>CCIC of India Ltd., PSU</b> <b>(Ministry of Textiles)</b></p>
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**E-Tender for offer of Cottage Café arrangement in CCIC's showroom at JVB, New Delhi**

**INSTRUCTIONS FOR TENDERERS**

**1. Request for Tender**

**Central Cottage Industries Corporation of India Limited**

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

Central Cottage Industries Corporation of India Limited (CCIC), invites e-tenders for offer of Cottage Café arrangement in its showroom located at Jawahar Vyapar Bhawan, Janpath, New Delhi.

**BRIEF ABOUT CCIC**

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

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

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


By virtue of its long experience in handicrafts business spanning over 67 years, CCIC has a strong brand name and goodwill for quality.

CCIC is looking forward for arrangement of Cottage Café in its premises to facilitate the visitors Cottage Emporium.

**1. Period of Contract** : 3 (Three) Year with option to renew further two years on mutually acceptable terms.

**2. Eligibility Criteria :**

- (i) Experience : Minimum three years in the running of cafeteria /Restaurants/ Snacks Shop (attach proof)
- (ii) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected.
- (iii) Whether MSME/ SC/ ST category (attach proof)
- (iv) Vide OM No. F20-2/2014-BPD (Pt) dated 27/07/2017 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India relaxation is available to start-ups in Turnover and Experience criteria.

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(v) Turnover:

Minimum turnover of Rs.50 Lakhs during last Financial year or a total of Rs.100 Lakhs during last two Financial years or a total of Rs.150 lakhs during the last three Financial years ending on 31/03/2018.

CCIC invites E-Tenders from bidders under two bid system (Technical Bid and Financial Bid) for Cottage Café arrangements in CCIC's showroom situated at Jawahar Vyapar Bhawan, Janpath, New Delhi.

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

The bids may be submitted latest by 3.00 PM on 22/04/2019. The bids shall be opened on 23/04/2019 at 04.00 PM.

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

## 2. Electronic Submission of Bids

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


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

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

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

## 3. Bid Security/EMD

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

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Name of Account holder : Central Cottage Industries Corp. of India Ltd.  
Account Number : 10185775245  
IFSC Code : SBIN0001639  
Bank Name : State Bank of India  
Branch : Chanderlok Bldg., Janpath, New Delhi

- (b) Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (c) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (d) EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- (e) The submission of EMD is compulsory for all the Bidders except those who are registered with the Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation.**

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

- (f) Benefits/relaxation to start ups/ MSME would be given as per the guidelines.

#### **4. Performance Security Deposit**

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

Name of Account holder : Central Cottage Industries Corp. of India Ltd.  
Account Number : 10185775245  
IFSC Code : SBIN0001639  
Bank Name : State Bank of India  
Branch : Chanderlok Bldg., Janpath, New Delhi

- 5.** Successful bidder is required to pay additional 25% of revenue share payable to Estate Department / Ministry of Urban Development / Other govt. agencies.

#### **6. Bid Details**

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

Online bids (complete in all respects) received along with EMD will be opened as per stipulated time and date indicated in Notice Inviting E-Tender of the tender document in presence of bidder/authorized representative of bidder, if available at CCIC, New Delhi.

A duly constituted committee will evaluate the bids as per following:



**Technical bid evaluation :**

Criteria	Maximum Marks	Mini Marks (Qualifying)
Suitability of existing Menu for CCIC Customers (Copies of Menu to be attached)	10	5
Suitability of proposed menu for CCIC (Copies of Menu to be attached)	10	5
Hygiene Standards maintained in Present Outlets & Kitchen (on the basis of committee's observation)	10	5
Rating in Food guides/ Reviews in Magazines / News Paper (Copies of Clippings to be attached)	10	5
Qualification of Promoters in Food Processing/ Food Nutrition / Food Science etc. (Certificate to be enclosed)	10	5
<b>Total</b>	<b>50</b>	<b>25</b>

- a) Technical bids will be evaluated on the basis of menu and the variety of food items in menu and prior experience in the restaurant business for which certificates are required to be enclosed.
- b) Company shall be liable to pay the electricity ( as per sub meter) and water charges for usages by the company in the Cottage Café.
- c) A Committee of three officials will visit the outlet of the bidders for evaluation and award marks on the basis of above criteria. Bidders earning more than 25 marks out of 50 marks shall be technically qualified.
- d) Company shall prepare menu and pricing in consultation with CCIC and ensure to provide eatables/food items to the employees of the CCIC at discounted rate and detail of document has to be fill in technical bid. Further, tea, coffee and basic snack for CCIC employee has to be provided at nominal price.
- e) Any levy of penalty/interest/damages by statutory authority shall be company.
- f) Company shall be sole responsible for any third party claim/liability/compensation arisen from sales, operation of "Cottage Cafe" including quality of food and statutory compliance

The result of Technical bids will be uploaded on the CPP Portal after following the due procedure.

**Financial Bids Evaluation:**

Financial bid of only technically qualified bidder will be opened and evaluated.

**AWARD OF TENDER TO SUCCESSFUL BIDDER**

The tender will be awarded on the basis of discount on Highest Minimum Guaranteed Sales.


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

**Annexure-A**

**List of Services, Area, location of showroom and Earnest Money Deposit**

<b>Sl. No.</b>		<b>Showrooms</b>
(1)	Type of service	Cottage Café
(2)	Address	Jawahar Vyapar Bhawan, Janpath, New Delhi
(3)	Area (sq.ft.)*	619
(4)	Earnest Money Deposit	
(5)	Period of contract	3 (Three) Year with option to renew further two years on mutually acceptable terms.
(6)	Seating Capacity	40 persons
(7)	Food range	Soft Drinks, Coffee, Juices, Mineral water, Tea, burgers, patties, pizzas, sandwiches any other Indian food / any other items subject to approval of the management. Please provide a list of menu. Prices of food items are subject to approval of CCIC.
(8)	Cooking gas equipment and electricity	Cooking is not permitted within the premises. However heating, refrigeration, operating food processors is allowed. Furniture, Fixture, fittings, Crockery and Cutlery etc. to be arranged by the party.

\* Area indicated is approximate & may vary 5% either way.

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**Annexure-B**

**“Technical Bid”**

Bidder name & address:

\_\_\_\_\_

\_\_\_\_\_

Dated : \_\_\_\_\_

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

Sir,

**Technical Bid for Cottage Café arrangement in CCIC’s showrooms**

I/We refer to the advertisement released by CCIC in the newspaper on 28/03/2019 and I/We/ the undersigned am/are submitting this online bid to enter into Cottage Café arrangement on the terms and conditions as mentioned in the online document as available on the website: <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure/app>

Signature of Authorized person as a token of acceptance of all the above conditions.




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**TECHNICAL BID**

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

**Operation for Cottage Café arrangement in CCIC's Showroom at JVB, Janpath, New Delhi**

<b>Sr. No.</b>	<b>Particulars</b>	
1.	Name of the firm (Individual/Partnership/Company/Co-operative Society with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience in the trade and manpower with age and qualification. (Please attach proof)	
7.	Turnover of last three years (Rs. in lacs)  (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant))	2015-16 .....  2016-17 .....  2017-18 .....
8.	Details of Business / Restaurants presently operated including address.	

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9.	PAN (copy enclosed)	
10.	GST No.	
11.	Provident Fund No.(copy enclosed)	
12.	ESI No. (copy enclosed)	
13.	a. Whether MSME (Yes/No) (attach proof)	
	b. If MSME then whether SC/ST category. (attach proof)	
	c. Whether start up (attach proof)	
14.	Discount % for CCIC employee on Menu prices	
15.	Date	(Signature & seal)

All documents enclosed should be self attested.

**Undertaking by bidders:**

I/We understand that:

1. No financial indication has been given in the Technical Bid.
2. All payments would be made through electronically as per bank details mentioned in Tender payable to "CCIC of India Ltd., New Delhi".
3. I / We, am / are also aware that any alteration / addition / omission in this bid may render the same invalid and CCIC may not seek any clarification.
4. I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and CCIC, concerning and/or relating thereto and/or relating to the above mentioned Cottage Café arrangement, Courts in New Delhi shall have exclusive jurisdiction.
5. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the agreement.
6. I/We have signed all the pages of the Technical Bid having confirmed/ accepted the terms and conditions as stated therein.
7. I / We, am / are shall be liable to pay the electricity ( as per sub meter) and water charges for usages by the company in the Cottage Café.

8. I / We, am / are shall prepare menu and pricing in consultation with CCIC and ensure to provide eatables/food items to the employees of the CCIC at discounted rate and detail of document has to be fill in technical bid. Further, tea, coffee and basic snack for CCIC employee has to be provided at nominal price.
9. I / We, am / are shall be responsible for any levy of penalty/interest/damages by statutory authority.
10. I / We, am / are shall be sole responsible for any third party claim/liability/compensation arising from sales, operation of "Cottage Cafe" including quality of food and statutory compliance
11. INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/ PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary : \_\_\_\_\_

Name of the Bank : \_\_\_\_\_

Name and address of the Branch : \_\_\_\_\_

Account Type (SB/CA etc.) : \_\_\_\_\_

Account No. : \_\_\_\_\_

PAN : \_\_\_\_\_

IFSC Code : \_\_\_\_\_

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

Signature of the Bidder : \_\_\_\_\_

Name in BLOCK Letters : \_\_\_\_\_

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

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**Annexure-C**

**“FINANCIAL BID”**

From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:

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

**Financial Bid for entering into Cottage Café arrangement in CCIC’s Showroom**

I/We refer to the advertisement released by CCIC in the newspaper on 28/03/2019 and the information available on the website of <https://www.thecottageemporium.in> and <https://eprocure.gov.in/eprocure> in and appearing for bidding purpose on: <https://eprocure.gov.in/eprocure> for entering into Cottage Café operations in CCIC’s Showroom comprising of following:-

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

**Operation for Cottage Café arrangement in CCIC’s Showroom at JVB, Janpath, New Delhi.**

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

4.	Year	Minimum Guaranteed sales (Rs. in lacs)	Discount Payable to CCIC on Minimum Guaranteed sales excluding GST			Total ( C) C = A+B
			Percentage (% age)	Value (Rs. in lacs) (A)	25% of the Discount on Minimum Guaranteed Sales (B)	
	Year I					
	Year II					
	Year III					
	Total					

**Note :**

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

	Date			(Signature & Seal)	
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**ANNEXURE - 'D'**

**GENERAL INSTRUCTIONS FOR THE BIDDERS**

1. **Last Date/Time of uploading of Tender bids:** The last date of receipt of Tender bids is upto 3:00 pm on 22/04/2019. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the **'Technical Bid' and 'Financial Bid'**
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. Name and address for the submission of the offline documents (documents in hardcopy): The documents should be addressed to **"Company Secretary, CCIC of India Ltd. Jawahar Vyapar Bhawan, Janpath, New Delhi - 110 001"** and deposited in the specified, "Offline Document Box" at this address by the due date and time of submission in a sealed envelope. Envelope containing the documents must be superscribed as **"Offline Documents for Cottage Café operations."**
8. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
9. Conditions for offline documents sent by post / courier: The offline documents may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the documents sent by post, failing which the Tender may be treated invalid:
  - i. Offline Documents should be preferably sent by Speed Post or Registered Post or by depositing in the "Offline Document Box" only.
  - ii. Acknowledgement will be given to Department of Post only for documents sent by Speed Post and Registered Post.
  - iii. CCIC takes no responsibility for any documents not submitted in time.
  - iv. CCIC takes no responsibility for any off line documents not reaching at all.
  - v. CCIC takes no responsibility for off line documents received in torn, opened or mutilated conditions. Such documents may not be accepted at all and are liable for rejection.
  - vi. In case of offline documents received in proper condition by CCIC, the role of CCIC is limited and restricted to putting the same in the appropriate "Offline Document Box" if the aforesaid documents are received in time as stipulated in the conditions laid out.
  - vii. It is, therefore, advised that prospective bidders should deposit the offline documents

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directly in the “Offline Document Box” to avoid any delay in submission or to avoid any tearing / accidental opening during sending by post.

- viii. Envelope containing offline documents should be superscribed as advised above. Envelopes, which are not superscribed, or not addressed may not be considered.
  - ix. Envelopes, which are not addressed properly, may not be considered.
10. **Caution**
- This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the “Offline Document Box” would not be considered. The bid would be only considered when it is e-Tendered. The physical offline documents are the supporting documents which cannot be uploaded and therefore be deposited in the “Offline Document Box”, however, in no case should the bid per se may be deposited in the Tender box.
11. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
  12. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder’s country shall be submitted by the bidder whenever demanded by CCIC.
  13. The discount on Minimum Guaranteed Sales amount shall be quoted in the financial bid only and not in the Technical Bid.
  14. In the offline documents all the over writings should be duly authenticated by signing beside such over writings. Any cutting made while filling in the forms would have to be authenticated by signing beside such cuttings, failing which the proposal is liable to be rejected.
  15. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
  16. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
  17. CCIC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. CCIC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
  18. **The process**
    - a. The Technical bids would be opened at 4.00 p.m. on the next day of the last day of submission of Bids.
    - b. A constituted Committee of the officials of CCIC would be formed for opening of the bids.
    - c. The bid would be opened in presence of intending bidders who may like to be present.
    - d. The Financial Bid will not be opened on the day of opening of Technical Bids.
    - e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the Constituted Committee of CCIC.
    - f. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
    - g. Thereafter, the date of opening of the Financial Bid will be intimated electronically



through e-procurement portal to the qualified bidders only. This would also be informed through the posting on the website <http://www.thecottage.in/service/Tender>. The bidders are advised to regularly visit the aforesaid website.

- h. The financial bids will be opened by the constituted Committee of the officials of CCIC and CCIC as per the mechanism set in the e- Tenders.
- i. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.
- j. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- k. H-1 party shall be considered for awarding the Concessionaire contract.
- l. The discount shall be subject to GST as per rates applicable on the date of billing.

**19. Bid Security/EMD**

- a. ***The submission of EMD is compulsory for all the Bidders except those who are registered with the Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation.***
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

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

A pre-bid meeting shall be held on 08/04/2019 (if it happens to be a holiday in CCIC then on next working day) at 3.00 p.m. in Board Room of CCIC situated in Jawahar Vyapar Bhawan, Janpath, New Delhi – 110001. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

**21. Validity of the bids**

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

**22. Inspection clause**

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

**23. Evaluation criteria**

**1. Evaluation Criteria for Techno-Commercial bid**

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



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## 2. Evaluation Criteria for Price bid

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

## 3. Evaluation of price bids & selection of concessionaire –

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

## 24. Working hours

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

## 25. Display of signage

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

## 26. Security Deposit

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

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**Annexure – ‘E’**

**AGREEMENT**

**LICENCE AGREEMENT**

This Deed of Licence made on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2019 at New Delhi.

**BETWEEN**

CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LTD., a company incorporated under the Companies Act, 1956, represented by its GM(Commercial/ Marketing), Shri Dinesh Kumar Mishra, and having their Registered Office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter called “CCIC”) of the One Part;

**AND**

M/s. \_\_\_\_\_ Limited a company incorporated under the Companies Act, 1956, represented by its Director, Shri \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter called “Company”) of the Other Part.

The term ‘CCIC’ and ‘Company’ unless repugnant to the context and meaning thereof, shall mean and include their successors, assigns, business interest etc. as the case may be.

**WHEREAS:**

1. The CCIC is, inter-alia, engaged in the trading of handicrafts and handloom items and products through its showroom at Jawahar Vyapar Bhawan, Janpath, New Delhi besides other places.
2. The CCIC is desirous to appoint the Company to operate and manage the café, owned by it, at the showroom at Jawahar Vyapar Bhawan, Janpath, New Delhi, admeasuring \_\_\_\_\_ sq.ft., (hereinafter called “Cottage Café”).
3. The Company has been successful Tenderer in response to Advertisement published in the Newspaper by the CCIC to operate and manage the Cottage Café.
4. The Company has offered its services for operating and managing the Cottage Café and has further represented that it has the necessary staff, finance, infrastructure and facilities for operating and managing the Cottage Café in the most effective and efficient manner. The Company has further represented that it shall obtain all the necessary permissions, approvals, licences etc. that are required for carrying on the business at the Cottage Café on signing of the agreement.
5. Relying upon the representations made by the Company, the CCIC has agreed to allow Company to run and manage the Cottage Café for providing good quality food and beverages to the customers of the CCIC on the terms and conditions contained in this Agreement.

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**IT IS NOW THEREFORE, MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

## **1. DEFINITIONS**

In this Agreement unless the meaning or context otherwise requires, the following words and expressions shall have the meaning assigned to them below:

- Agreement:** shall mean the Agreement between the CCIC and Company schedules and any writings referred to in the Agreement and any amendments thereof duly signed by the parties.
- Business** shall mean the operation and management of the Cottage Café for providing good quality food and beverages to the customers of CCIC.
- Effective Date** shall mean the date of operation i.e. from \_\_\_\_/2019 for a period of 3 years i.e. upto \_\_\_\_\_.
- Products** shall mean all food items & beverage as per the Company's menu.

## **2. APPOINTMENT**

- 2.1. Subject to the terms and conditions contained herein, the CCIC hereby appoints the Company and the Company agrees to such appointment in consideration of payment of minimum guaranteed monthly discounts to CCIC, for a period of 3 years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
- 2.2. CCIC has agreed that it will not allow any other vendor to put up any food/beverage café/kiosk in its premises during the tenure of this Agreement save and except the existing vendor at the premises.

## **3. TENURE**

- 3.1. The tenure of the agreement shall be for a period of 3 years from the Effective Date subject to the termination of this Agreement under clause 14.
- 3.2. It is agreed that the date of operation of the Cottage Cafe shall be \_\_\_\_\_.

## **4. RELATIONSHIP**

- 4.1. The staff at the Cottage Café shall be the employees of the Company and the CCIC shall not be liable or responsible for their salaries, remuneration, perquisites or other conditions of service. The Company shall be solely responsible to discharge all statutory obligations and liabilities in connection with the staff viz. ESI, PF, Bonus, Pension etc. Furthermore, CCIC shall not be liable or responsible in any manner whatsoever for payment of compensation or other dues in the event of death/injury sustained by the staff during performance of their duties or to third parties for any omission or commission, negligence, misrepresentation etc. on the part of the Company and its staff during performance of their services under this Agreement.
- 4.2. Save as expressly provided in this Agreement or otherwise agreed to in writing, neither party shall enter into or have any authority to enter into any agreement and contract or make any representations or warranties or pledge the credit of or otherwise create any

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obligations expressed or implied on behalf of the other and each party undertakes not to do so.

## **5. COTTAGE CAFÉ**

- 5.1. The Cottage Café shall be used exclusively for the sale of the Products as per Company's menu and new items if introduced shall be mutually agreed.
- 5.2. The parties agree that nothing in this Agreement shall create or deem to create any right, title or interest or tenancy in respect of the Cottage Café in favour of the Company. Actual physical and legal possession and control of the Cottage Café shall always remain and continue to remain vested during the tenure of the Agreement and thereafter with CCIC, which is the owner of the Cottage Cafe. The Company shall notify CCIC in writing about its requirements with respect to opening and closing of the Cottage Café.
- 5.3. The layout, display, décor, furnishing of the Cottage Cafe shall be decided by the Company in consonance with the décor of its other chain outlets in other parts of the city and worldwide, subject to the approval of the CCIC. The company shall be liable for the interior and furnishing of the Cottage Café.
- 5.4. The Company shall be liable to pay the electricity charges with respect to the kitchen equipments, gadgets, display counter, etc. only installed by the company in the Cottage Café on the basis of actual consumption. The Company undertakes to pay to CCIC the monthly electricity charges on or before the 7th day of the following month on receipt of the bill.
- 5.5. The company has given a refundable security deposit of Rs. \_\_\_\_\_/- vide Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ at the signing of this Agreement. The interest free security deposit shall be for the permission granted by the CCIC to carry on the Business at the Cottage Café.
- 5.6. The interest free security deposit shall be refunded back to the Company on the termination of this Agreement, after deduction of any amounts and/or any outstanding statutory dues that are payable by the Company or otherwise attributable to the Company.
- 5.7. The Cottage Café shall be used only in accordance with the applicable rules and regulations of the Government and/or any other applicable authority. Company shall obtain such licenses, permissions, consents and approvals as may be required in connection with the Business including license from the Department of Health or any other authority as required. The CCIC shall not be liable for any consequences arising from non-compliance of this clause.
- 5.8. The Cottage Café will be kept open for Business as per timings prescribed by local laws and not beyond the timings as per the directives from CCIC in this regard from time to time.
- 5.9. Cooking on flammable equipment shall not be allowed in the Cottage Café and the Company agrees to indemnify CCIC against any losses, costs, expenses etc. suffered by the CCIC on account of use by the Company of any flammable equipment in the Cottage Café.

## **6. MINIMUM GUARANTEED AMOUNT**

- 6.1. The Company shall pay minimum guaranteed amount from \_\_\_\_\_ at \_\_\_\_\_% of total sale proceeds (before **GST** and after discount) on the corresponding minimum guaranteed sales per annum or actual sales whichever is higher as under:

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Year	Minimum Guaranteed Sale ( Rs. In Lakhs)	Minimum Guaranteed / Licence Fee Per Annum (Rs. In lakhs)
1 <sup>st</sup> year		
2 <sup>nd</sup> year		
3 <sup>rd</sup> year		

The company shall also pay to CCIC any tax as applicable on licensee fee in future.

- 6.2. That the company shall pay additional 25% of revenue share payable to Estate Department / Ministry of Urban Development / Other govt. agencies..
- 6.3. 6.3 That the company shall deposit every month in advance cheques dated 1st day of every month commencing from \_\_\_\_\_ towards monthly guaranteed commission offered to CCIC for 3 years.
- 6.4. The Company undertakes that the minimum guaranteed amount shall be calculated on the net sales after all discounts offered to the customers by the Company but before GST.
- 6.5. The Company undertakes to submit to CCIC, a statement of monthly sales made by the Company alongwith the minimum guaranteed amount calculated on such monthly sales and other payments due from the Company to CCIC on or before the 10th day of the following month.

**7. DUTIES AND RESPONSIBILITIES OF THE COMPANY.**

Company shall at all times work diligently to protect and promote the interest of the CCIC and in particular shall:

- 7.1. Use its best efforts to maintain the highest standards in all matters connected with the operation of the Cottage Café and comply with all advice/instructions/directions/norms given to it by the CCIC with regard to the operation of the Business;
- 7.2. Employ at all times competent and adequate work force, to enable the Cottage Cafe/its Business to operate efficiently;
- 7.3. Decorate, structure and equip the exterior, interior and display of the Cottage Cafe at its cost as per its needs, requirements and specifications, but with the approval of the CCIC. The Company agrees to make such further modifications/ improvements to/in the Cottage Café including electrical requirement, layout and decor and provide such further furnishing/fixtures/facilities as may be mutually agreed upon from time to time, which writing shall thereafter form an integral part of this Agreement. The cost(s), expense(s) for such modifications/ improvements shall be borne by the Company;
- 7.4. Maintain the Cottage Café in a good state of repair and decoration. All costs, expenses etc. with respect to repairs of the Cottage Café, its upkeep and maintenance shall be borne by the Company;
- 7.5. To undertake local publicity of the Cottage Café with the consent of CCIC;
- 7.6. Bear all expenses for the use of the Cottage Cafe, equipments, fixtures and fittings, wages of employees and staff of the Cottage Café. Expenses relating to sales, local publicity and all other incidental and related costs will be incurred by the Company and will not be the responsibility or liability of the CCIC;


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- 7.7. Maintain such records and submit such statements and records to the CCIC as may be required/advised by it, in the electronic form, or such other form as may be determined by the CCIC from time to time;
- 7.8. Ensure at all times that proper decorum is maintained in the Cottage Café in keeping with the exclusive clientele and reputation of the CCIC;
- 7.9. Ensure that the security of the showroom, housing the Cottage Café, is not compromised or jeopardised in any way, resulting in any mishap, loss, damage, expense or cost to the CCIC;
- 7.10. Immediately inform the CCIC and the police of any suspicious person in the premises of the Cottage Café;
- 7.11. Be solely responsible for the maintenance and full, total & efficacious disposal of garbage generated at the Cottage Café and the CCIC shall not be responsible for the same;
- 7.12. Be solely responsible for collection of GST or any other tax as per applicable laws/rules in force and deposit the same with appropriate authorities. The CCIC shall not be in any way responsible for any non-compliance of tax related issues;
- 7.13. In all matters act loyally and faithfully to the CCIC and abide by its instructions. In the absence of any such instruction(s) in relation to any particular matter will act in such manner reasonably considered to be most beneficial in CCIC's interest or seek written instructions immediately from the CCIC.
- 7.14. Maintain clean and hygienic environment in the Cafe especially in the service room and kitchen and to ensure the same install electric chimney/exhaust fans etc.
- 7.15. Ensure the staff of the Company wears proper uniform at the cost of the Company. The uniform should go well with the image of CCIC and the same shall be mutually decided by the parties.

## **8. REPRESENTATIONS, UNDERTAKINGS AND COVENANTS OF THE COMPANY.**

The Company agrees and undertakes as under:

- 8.1. To perform all of its duties and obligations relating to the Cottage Café diligently and completely in a timely manner.
- 8.2. To use its best endeavours to sell the Products in accordance with acceptable business norms and standards and further undertakes not to do anything, which shall bring the name or reputation of the CCIC into disrepute.
- 8.3. To ensure that it has adequate finance to perform its obligations contained in the Agreement.
- 8.4. Not to make any structural changes/major changes or undertake any other construction work in the Cottage Café without the prior written permission of CCIC.
- 8.5. Company shall prepare menu and pricing in consultation with CCIC and ensure to provide eatables/food items to the employees of the CCIC at discounted rate and detail of document has to be fill in technical bid. Further, tea, coffee and basic snack for CCIC employee has to be provided at nominal price.

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- 8.6. To provide discount schemes to CCIC customers for purchases made by the customers with CCIC over a fixed amount to be decided mutually by the CCIC and the Company.
- 8.7. Upon being directed by CCIC, to incorporate in any promotional material, advertisements, brochures etc. the fact that the Cottage Café is being operated and managed exclusively by the Company and that CCIC is not liable for the acts, deeds, actions, defaults etc. of the Company.
- 8.8. Not do any act, deed, thing or activity which may constitute conflict of interest under this Agreement or prejudicial to the interest of the CCIC except with the prior written approval of the CCIC.
- 8.9. Not to set off, for any reason whatsoever, any amounts payable by it to the CCIC under this Agreement.
- 8.10. To submit to CCIC at the completion of each financial year, a Certificate issued by a Chartered Accountant, certifying the monthly sales made by the Company.
- 8.11. To indemnify the CCIC for any losses suffered by the CCIC on account of its failure to comply with its obligations under this Agreement.
- 8.12. To discharge its liability towards any payments to be made by the Company to any authority, body under applicable Acts, Rules, Regulations etc and shall indemnify CCIC in respect thereof.
- 8.13. That it is empowered to enter into this Agreement vide its Memorandum and Articles of Association and that necessary permissions, approvals and licences for entering into this Agreement has been obtained under the applicable statutes.
- 8.14. That it has the necessary staff, finance, infrastructure and facilities for operating and managing the Cottage Café in the most effective and efficient manner.
- 8.15. That it shall install fire-extinguisher in the cottage café and to install all other equipments as required for the safety and security of the cottage café as required as per law.
- 8.16. That it understands and is conscious of the fact that the CCIC has agreed to enter into the Agreement relying on representations, undertakings, warranties, and declarations made herein by the Company.
- 8.17. Company undertakes to do any further acts, deeds and things and execute such other documents that the CCIC considers necessary for its interest, interest of the Business, Goodwill, name and reputation of the CCIC and effectively carry out the intent of the Agreement.
- 8.18. Any levy of penalty/interest/damages by statutory authority shall be company.
- 8.19. Company shall be sole responsible for any third party claim/liability/compensation arisen from sales, operation of "Cottage Cafe" including quality of food and statutory compliance.

## **9. INSURANCE**

The parties agree that a comprehensive insurance policy from insurance Company shall be taken by the Company at its own cost in respect of the property of the Company.

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## **10. GST**

- 10.1. It shall be the responsibility of Company to have GST assessment finalised and Company shall be liable for proper charging and deposit of GST as per local laws and rules within the time frame. The Company shall keep the CCIC indemnified at all times on account of any GST demands/payments.
- 10.2. The contract can come to an end if your GST rating falls below an expectable limit.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. The CCIC acknowledges that the Trade Marks and any other intellectual property rights on or relating to the Products at cottage cafe belongs exclusively to Company and that it has no right or property therein other than as provided in this Agreement. All goodwill arising from the use of the Trade Marks and any other intellectual property rights by the Company shall accrue to the Company.
- 11.2. The Company shall not cause or permit anything to be done, which may damage or endanger the intellectual property rights of the CCIC nor shall it at any time claim any right thereto.
- 11.3. The CCIC shall allow the Company to display the name of the Company at the places as agreed by CCIC. The CCIC shall also allow the Company to use the trademarks of the CCIC for the limited purposes of publicity and advertising and for such other purpose to be mutually agreed upon in writing, which writing shall form an integral part of this agreement. Nothing contained in this clause shall deem to be a license to the Company to the use of the trademarks other than that envisaged herein.

## **12. CONFIDENTIALITY**

- 12.1. The parties agree to hold in utmost secrecy and in the strictest confidence and trust the contents of this Agreement, any business details, trade secrets, confidential documents, software or any other information (in any form, media, whether electronic, digital, magnetic or optic) provided/supplied to each other/which comes in their possession/custody prior to or pursuant to post this Agreement whether designated or marked as Confidential or Proprietary in nature (hereinafter referred to as "Confidential Information").
- 12.2. However, the obligation with respect to confidentiality shall cease when the Confidential Information:
- 12.2.1. enters the public domain otherwise than as a result of disclosure by either party;
- 12.2.2. is required to be disclosed by virtue of Governmental/Court order(s)/ direction(s), Statutes, Reserve Bank of India or by any other competent/regulatory/investigative authority etc. In such an event the party shall intimate the other party within 3 days from the date of receipt of such direction/order. Such intimation shall be accompanied by a copy of the order/direction;
- 12.2.3. is disclosed to its officers/employees/agents etc. for carrying out the intent of this Agreement.
- 12.3. The parties agree to return the Confidential Information in its possession within 15 days of demand or in the event of termination/expiry of this Agreement within 15 days of termination/expiry as the case may be.



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12.4. The obligation with respect to confidentiality and non-disclosure of Confidential Information shall survive the termination and/or expiry of this Agreement.

### **13. DUTIES AND RESPONSIBILITIES OF THE CCIC**

13.1. The CCIC shall provide for free access to the employees of the Company inside the premises of the showroom, leading to the Cottage Café, during the working hours of the CCIC show room.

13.2. CCIC shall permit the Company, to modify/ improve the layout and décor of the Cottage Café and provide for such furnishing, fixtures and facilities as may be requested by the Company, at the cost of the Company.

### **14. TERMINATION**

14.1. The Agreement may be terminated for any reason whatsoever by either party by giving three months written notice to the other of its intention to terminate the same. Upon expiry of the notice period, the Agreement shall stand terminated.

14.2. The Agreement may be terminated forthwith by mutual written consent of the parties.

14.3. Notwithstanding anything contained hereinabove the CCIC may without prejudice to any other rights, forthwith terminate this Agreement without any liabilities whatsoever in any of the following events:

14.3.1. Where the CCIC is of the opinion that the Company has committed breach of any of the provisions herein.

14.3.2. Where the Company has become bankrupt, insolvent, compounds with its creditors or shall have distress or execution upon its property or is wound up or goes into liquidation (except for the purposes of a bonafide reconstruction) or shall have a receiver, liquidator or administrator appointed for the whole or any part of its assets or shall suffer the appointment of any similar person under the laws of its domicile.

14.3.3. Where the CCIC of the opinion that the Company's services, actions, deeds etc. are or likely to be injurious/ prejudicial to the interest and reputation of the CCIC or are such as would constitute and offence under the applicable laws.

14.3.4. The Memorandum and Articles of the Company to do business is suspended in accordance with the applicable Law or there is change in the ownership or management of the Company.

14.3.5. The Company defaults in paying the minimum license fee as agreed upon in the Agreement for more than 3 months at a stretch.

14.4. It is agreed and understood between the parties that the decision of the CCIC to terminate the Agreement upon the happening of events stipulated in Clause 17.3 shall be final and binding.

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## 15. CONSEQUENCES OF TERMINATION

Upon termination of the Agreement as aforesaid:

- 15.1. The Company shall forthwith cease to use and occupy the Cottage Café for the Business and shall forthwith, vacate and remove itself and its belongings peacefully from the premises of the Cottage Café.
- 15.2. The Company shall be entitled to remove all its furniture, fittings and other goods including any sign boards/notices displaying the name of the Company installed at its costs. In the event, the Company fails to do so, CCIC shall be entitled to remove the same at the cost and expense of the Company and without any liability for damages that may incur as a result thereto.
- 15.3. The Company shall forthwith hand over all the Confidential Information, which it has received, from CCIC during the tenure of this Agreement, to CCIC including any software programmes, data bases etc.
- 15.4. The Company shall not be entitled to display the name of CCIC anywhere and shall cease to use/have any rights to Trade Marks, if any, conferred on it as per this Agreement and shall also forthwith cease to use the logos, symbols, trade marks etc. of CCIC anywhere permitted or in any way directly or indirectly make any representations to the effect that it is associated with CCIC.
- 15.5. The interest free security deposit shall be returned by CCIC within 30 days of the Company peacefully vacating the premises of the Cottage Café and after such deductions, if any, as mentioned in this Agreement.
- 15.6. The parties shall, upon termination, reconcile and settle their dues immediately. The modalities for such settlement shall be mutually agreed upon in writing which writing shall form an integral part of this Agreement.
- 15.7. Termination by CCIC shall in no way adversely affect its rights to bring appropriate action to recover damages/dues or to set off any claims or any amount owing by CCIC from the Company.

## 16. INDEMNITY

Company undertakes to indemnify and keep the CCIC indemnified against any loss(s), damage(s), or liability (ies), suit(s), action(s), proceeding(s), expense(s), cost(s) etc. incurred/suffered/instituted as a result of any act of omission or commission or negligence on Company's part and/or on the part of its servant or agents, or as a consequence of third party claims arising from serving of any food products in the Café or legal dues of any nature or non-compliance with the undertakings and representation made herein or infringement of Trade Marks/Intellectual Property Rights of the CCIC or conduct of Business in a manner prejudicial to the interest/reputation of the CCIC.

## 17. FORCE MAJEURE/VIS MAJEURE

- 17.1. Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its obligations under this Agreement which results from an event of Vis Majeure/Force Majeure beyond the control of the parties and not attributable to their fault or negligence.

<p><b>Advt. CCIC/CS/ E-notice/March 2019/Cottage Café</b></p>	<p><b>E-Tender for Cafeteria at CCIC's showroom at JVB, New Delhi</b></p>		<p><b><u>CCIC of India Ltd., PSU</u></b> <b><u>(Ministry of Textiles)</u></b></p>
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17.2. The parties agree that if such an event continues for a period of not less than three months either party can opt to declare the Agreement void. The Agreement may be declared void earlier by mutual consent.

## **18. NOTICES**

18.1. Any directions/instructions/requirements under this Agreement to be given by the CCIC to the Company shall be deemed to have been validly given, if signed by the Managing Director, CGM the Company Secretary, any other officer duly authorized by the Managing Director of the CCIC, or such other person as mutually agreed to between the parties in writing, which writing shall form integral part of this agreement.

18.2. Any communication/notice/letter(s)/document(s) sent by one party to the other shall be in English or Hindi or both and delivered at the address stated hereunder or at such other address notified in writing to the other party. The communication/notices etc. may be sent by mail, personal delivery and where sent by fax or e-mail or any other electronic mode, it must be backed with Registered A/D communication/courier receipt for valid service.

18.3. The communication/notice etc. shall be deemed to have been delivered by the CCIC to the Company:

18.4. When sent by mail - 3 days after the date of posting or within 48 hours after dispatch by Registered Post.

18.5. When personally delivered - on delivery of the same at the address of the party.

18.6. When sent by Fax or e-mail, followed by Registered AD communication or courier receipt – on the day of confirmed receipt of fax/e-mail

18.7. Any change in the address shall be duly notified in writing to the other party within 7 days of such change.

18.8. Any communication, document etc. made or delivered by the Company to the CCIC shall be effective only when received by the CCIC.

18.9. The addresses for communication are as under:

CCIC: For the attention of: Managing Director

Address : Central Cottage Industries Corporation of India Ltd.  
Jawahar Vyapar Bhawan, Janpath,  
New Delhi 110 001.

Tel : 23323825

Fax : 23328354

E-mail : [cscic@gmail.com](mailto:cscic@gmail.com) / [ccic@cottageemporium.in](mailto:ccic@cottageemporium.in),

Company : For the attention of : Shri \_\_\_\_\_, Director

Address : M/s.

Tel :

Fax :

E-mail :

<p><b>Advt. CCIC/CS/ E-notice/March 2019/Cottage Café</b></p>	<p><b>E-Tender for Cafeteria at CCIC's showroom at JVB, New Delhi</b></p>		<p><b>CCIC of India Ltd., PSU (Ministry of Textiles)</b></p>
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## **19. WAIVER**

Failure on the part of one party to enforce at any time or for any period of time its rights (whether at law or otherwise) under the provisions hereof shall not be construed as waiver of such rights and shall in no way affect the party's right later to enforce such rights. Waiver if any, shall only be in writing and to the extent specified therein.

## **20. ASSIGNMENT**

This Agreement cannot be assigned/transferred by the Company nor can the Company grant any sub-license and/or the right to operate the Cottage Café and/or delegate any duties or obligations arising under this Agreement to third parties without the prior written permission of the CCIC. However, the CCIC is fully authorized to sell, transfer and assign etc. or any of its rights and benefits under this Agreement and its business or its business entity. The purchaser/transferee/ assignee would ipso facto step into the shoes of the CCIC and Company shall continue with its obligations under this Agreement to the new purchaser/transferee/assign.

## **21. ENTIRE AGREEMENT**

This Agreement supersedes all prior arrangements, proposals, agreements and understandings between the parties whether written or oral in this regard and constitutes the entire agreement between the parties in this regard.

## **22. SEVERABILITY AND PARTIAL INVALIDITY**

22.1. If at any time, any provision of this Agreement becomes illegal, invalid or unenforceable under the applicable law or directions/orders of any court of competent jurisdiction and/or any judicial/administrative/governmental directions, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and the Agreement shall continue in full force and effect as if this Agreement had been executed without the illegal/invalid or unenforceable provisions or part thereof.

22.2. The parties shall endeavor to replace any provisions severed from this Agreement with a legal, valid and enforceable provision that closely matches the intent of the original provision.

## **23. ATTACHMENT (S)/AMENDMENTS TO FORM PART OF THE AGREEMENT**

23.1. The Attachment(s), writings and amendments thereto shall be deemed to be part of this Agreement as though the provisions thereof were set out herein in extension.

23.2. The Agreement shall not be amended, altered or modified except by an instrument in writing and signed by the parties.

23.3. Where the amendment, alteration, modification is done by e-mail or fax or any other recognized mode (whether electronic, digital or optic), the same shall be reduced in writing and signed by the parties within 15 working days thereof.

## **24. DISPUTE SETTLEMENT - ARBITRATION**

24.1. Any dispute, controversy, contest or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved amicably in the first instance.

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24.2. That in the event of any dispute or difference arising out of or in connection with this Memorandum of Understanding, the matter shall be resolved through Arbitration only and the Managing Director shall have power to nominate Sole Arbitrator for resolution of dispute.

**25. JURISDICTION OF COURTS**

Subject to the provisions of Clause 24, any suit, reference or other filing permitted or required to be made pursuant to the Arbitration and Conciliation Act, 1996 in respect of matters arising out of this Agreement shall be instituted only in competent courts at New Delhi and parties specifically agree to exclude the jurisdiction of any other court. The proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, Rules thereunder and/or subsequent enactments, modifications in respect thereof. The arbitration proceedings shall be in English language.-

**26. GENERAL**

26.1. Words importing one gender shall include all other genders and words importing singular shall include plural and vice versa.

26.2. Heading contained in this Agreement are for reference purpose only and shall not be deemed to restrict or to be any indication of the meaning of the clauses to which they relate.

26.3. Each of the parties shall bear the cost and expenses incurred by it in connection with this Agreement.

26.4. The parties hereby confirm that they are entitled to enter this Agreement in terms of their Memorandum and Articles of Association, respectively, and the Agreement has been approved by their Competent Authorities.

26.5. The parties hereby declare that they have read the terms and conditions contained in this Agreement completely and they fully understand the contents thereof and unconditionally agree to abide by all the clauses contained under this Agreement.

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

**Party**

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

(Through its Authorized Signatory)

(Through its Authorized Signatory)

**WITNESS OF THE PARTY**

**WITNESS OF THE CCIC**

1.

1.

2.

2.