

**CCIC/CS/
E-notice/
July'2024**

**E-Tender for Concessionaire
Arrangement in NEW DELHI
Showroom of CCIC**



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

**E-TENDER NOTICE FOR
CONCESSIONAIRE ARRANGEMENTS
AT CCIC's EMPORIA, NEW DELHI**

**CENTRAL COTTAGE INDUSTRIES CORPORATION
OF INDIA LTD. (CCIC)
UNDER MINISTRY OF TEXTILES**



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

BID DATA SHEET

1.	NIT TENDER No.	CCIC/CS/E-notice/ New Delhi/ July' 2024
2.	Project	E-Tender notice for Concessionaire arrangement in CCIC's showrooms at 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	www.cottageemporium.in
7.	Portal for Online Submission	www.eprocure.gov.in/eprocure/app
8.	Validity of bid	The Bid shall be valid for a period of 120 days from the date of opening of bids
9.	Selection Method	H-1: Highest Percentage technically qualified bidders
10.	Time frame for implementation	As per Tender document
Schedule of Events		
	EVENT	VENUE/DATE/TIME
1.	Submission of relevant documents	Central Cottage Industries Corporation of India Limited, Jawahar Vyapar Bhawan, Janpath New Delhi-110001 Before 22/08/2024, 03:00 PM
2.	Pre-bid Meeting	08/08/2024 at 3.00 PM
3.	Submission of Online Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) Latest by 22/08/2024, 03:00 PM
4.	Opening of Technical Bids	e-Procurement portal of NIC (eprocure.gov.in/eprocure/app) 23/08/2024, 04:00 PM
5.	Opening of Financial Bids	Intimated to technically qualified bidders.

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



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

INSTRUCTIONS FOR TENDERERS

1. Request for Tender

Central Cottage Industries Corporation of India Limited

A Govt. of India Undertaking
Ministry of Textiles, Govt. of India
Jawahar Vyapar Bhawan
Janpath, New Delhi – 110001
Telephone No. 011 - 2332 3825, 011-23322107
Fax No. 011-23323854
Website : www.cottageemporium.in
Email : cscicc76@gmail.com

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

BRIEF ABOUT CCIC

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

CCIC retails high quality handicrafts and handlooms products from all over the country which includes but not limited to Sarees, shawls, accessories, Home furnishing, brassware, marble ware, art objects, carpets, pottery, furniture, wooden ware, and terracotta items. CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftpersons. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftpersons of India to market their production for their sustained development.

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 70 years, CCIC has a strong brand name and goodwill for quality.

2. Period of Contract : 3 (Three) Years, which can be renewed for further 2 (Two) years with the approval of the competent authority subject to availability of space.

3. Concessionaire Arrangement terms and conditions

- a. **For Delhi** - the minimum reserve price shall be Rs.500/- per sq. ft. per month and percentage revenue on Gross Sales excluding GST shall be based on the highest percentage offered by the party.



- b. The minimum percentage on Gross Sales excluding GST should 10% or higher. Gross Sales means Gross Sales before discount excluding GST. This is applicable for Delhi as well as other branches including shops.
- c. Highest percentage (H1) quoted by the party in each category shall be awarded the space under concessionaire arrangement and shall be valid for three years.
- d. Sales reconciliation shall be done on monthly basis and all products will be sold under the brand of CCIC.
- e. All other terms and condition shall be as per concessionaire agreement.
- f. That lock-in period for this arrangement shall be for Six Months, if the party vacates the allocated area in CCIC emporia before lock-in period, then the refundable security amount will be forfeited by the CCIC.

4. Methodology for allocation of space

- a. H1 party will be awarded the space in the CCIC emporia for the period of 3 (three) years which can be renewed for further 2 (two) years with the approval of the competent authority subject to availability of space.
- b. If H1 party withdraws consent then other parties who have submitted the bids other than H1 party will get an option/opportunity to utilize the vacant space and said space will be offered to H2 party at the same rate quoted by H1.
- c. If no response is received from H2 party within 3 working days from the receipt of e-mail, then the vacant space will be offered to H3 party at the same rate quoted by H1 party and so on.
- d. If the space was not allocated to any of the parties applied for tender, then re-tender will be processed/initiated.

5. Eligibility Criteria :

- (i) Experience : Minimum three years in the product category applied for (attach proof) as on 31/03/2024;
- (ii) Individual/ Partnership firms/ Company/ NGO /Co-operative Society etc. with supportive documents as proof can participate in tendering process;
- (iii) Party must enclose relevant/ necessary certificates, if any, required in the respective product category;
- (iv) GST Number with copy of certificate-Mandatory requirement. Without GST number, the tender will be rejected;
- (v) Minimum Turnover : As per Annexure A.



- The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.
- In line with Policy Circular No. 1(2) (1)/2016-MA Dated 10th March, 2016 of the Ministry of Micro, Small & Medium Enterprises on “**Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria**”, the **Criteria of Prior Turnover and Prior Experience are relaxed for MSEs, subject to meeting of quality and technical specifications.**
- In line with DPE O.M. No. DPE/7(4)/2007-Fin Dated 08-11-2016 on “Relaxation of Norms for **Startups Medium Enterprises** in Public Procurement Regarding Prior Experience - Prior Turnover criteria” and as per Section 2.1(5) of “Action Plan for Startup India” announced by the Government of India in Jan 2016, the **Criteria of Prior Turnover and Prior Experience are exempted for the Startups**, subject to meeting of quality and technical specifications.

However, in case of circumstances where items/category related to public safety, health, critical security operations and equipments etc., CCIC may prefer party to have prior experience rather than giving orders to new entities, for such items/category, wherever adequate justification exists, CCIC may not relax the criteria of prior experience/ turnover for the MSEs.

The MSE bidders shall be offered relaxation from Prior Experience Criteria, provided the bidder submits document such as MSE registration certificate to prove bidder's registration in trade similar category.

Similarly, MSE bidders shall be offered relaxation from Prior Turnover Criteria, provided the bidder submits document such as MSE registration certificate.

The definition of “Startups” is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India in order to be considered for relaxation in prior experience and prior turn over.

Benefits/relaxation to start ups/ MSME would be given as per the guidelines issued by the authorities from time to time.

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

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

The bids may be submitted latest by 3.00 PM on **22/08/2024**. The bids shall be opened on **23/08/2024** at 04.00 PM.



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

6. Electronic Submission of Bids

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

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

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

For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact **CPP Portal Helpdesk** on Tel Nos.:1800-3070-2232, +91 8826246593 Tel: The 24x7 Help Desk Number 0120-4200462, 0120-4001002 and Company Secretary Tel.011-23322107.

7. Bid Security/EMD

- (a) All Bidders are requested to furnish Earnest Money Deposit of mentioned under column "EMD" of Annexure 'A' for each product category being applied for in each location. (except those exempted under (e) below following modes as under :

- i. NEFT/RTGS as per bank details.

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



- ii. in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks.
 - iii. Bids for which EMD is not received in the prescribed manner shall be rejected summarily.
- (b) CCIC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- (c) Bidders who wish to bid for multiple product categories in one or more locations will submit separate bids for each product category and each location.
- (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. 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.
- (e) In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.

Similarly, The Startups bidders are exempted from payment of Earnest Money Deposit (EMD). The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India. For further detail on the Startups, website <http://startupindia.gov.in> may be visited.

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

8. Security Deposit

Interest free security deposit equivalent to 45 days minimum reserve price at Rs.500/- per sq. ft. per month shall be submitted in the following modes as mentioned below and shall be refunded on expiry of the Concessionaire agreement and vacation of the premises to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the Party:-

- i. **NEFT/RTGS** as per bank details.

Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199



Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi

- ii. in the form of Insurance Surety Bonds , Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks.

9. Bid Details

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

10. Bidders are required to follow **General instructions** as mentioned at **Annexure – D**.

11. Draft agreement covering broad terms and conditions of arrangement are mentioned at **Annexure – E**.

NOTE : **CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.**



Annexure-A

Details of Earnest Money Deposit for a period of three years at CCIC's showroom at New Delhi

1. Jawahar Vyapar Bhawan, Janpath, New Delhi

1 Sl. No.	2 Products	3 Area (Sq. Ft.)*	4 Earnest Money Deposit @ 2% ** (Rs.)	5 Turnover (Rs. in lacs)		
				Last F.Y.	Last 2 F.Y.	Last 3 F.Y.
1.	Leather Products	320	80,000	20	35	50
2.	Bridal Wear Collection	522	2,80,000	80	120	160
3.	Books & CDs	148	80,000	30	50	70
4.	Herbal Cosmetics	36	40,000	15	25	40
5.	Jutties (Traditional Footwear)	48	40,000	12	20	26
6.	Rudraksha Beads	49	60,000	50	80	130
7.	Mehndi & Choori and Tattoos & Bindies	40	40,000	10	15	20
8.	Silver Articles (excluding Gulabi Meenakari from Varanasi, Filigree Handicrafts and Silver Coins)	70	2,00,000	80	120	160
9.	Crystal Articles/ Artefacts	387	40,000	15	25	40
10.	Organic Products	320	40,000	15	25	40
11.	Gifting Chocolates/ Dry Fruit	45	40,000	15	25	40
12.	Men's Wedding Collection/ Suiting (in handloom/ Lenin only)	522	40,000	50	80	130
13.	Ladies Salwar Kurta Dupatta (Skd) and ladies Kurti	316	40,000	40	70	100
14.	Designer Hand Bags	316	40,000	20	35	50
15.	Designer Studio	506	40,000	50	80	130
16.	Tea/ Coffee	49	40,000	15	25	40
17.	Papier Mache'	156	40,000	20	35	50
18.	Brass Handicrafts	270	40,000	50	80	130
19.	Khadi Products	320	40,000	50	80	130
20.	Cane/Bamboo	387	40,000	15	25	40
21.	Perfume	172	40,000	15	25	40
22.	Gift wrapping and packaging	347.21	40,000	30	50	70
23.	Any other category in Handicraft & Handloom items except those ones in which CCIC deals.	150	40,000			

*CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.



2. Crafts Museum, New Delhi

1 Sl. No.	2 Products	3 Area (Sq. Ft.)*	4 Earnest Money Deposit @2% (Rs.)**	5 Turnover (Rs. in lacs)		
				Last F.Y.	Last 2 F.Y.	Last 3 F.Y.
1.	Gold Jewellery and Precious & Semi-precious Stone Jewellery	129.5	60,000	30	50	80
2.	Mehndi & Choori and Tattoos & Bindies	52	40,000	10	15	20
3.	Ladies Salwar Kurta Dupatta (Skd) and ladies Kurti	77	40,000	20	30	50

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

** CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.

Turnover criteria for bidders for Jutties (Traditional Footwear), Marble products with precious stone/ semi-precious stone in-lay and Wooden Handicrafts with precious stone/ semi-precious stone in-lay categories can be waived for craftsmen enrolled with office of Development Commissioner (Handicrafts), Ministry of Textiles, Govt. of India and possessing Artisan Photo Identity Card issued by office of DC (Handicrafts).

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.



Annexure - B

TECHNICAL BID

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

Operation for Concessionaire arrangement in CCIC's NEW DELHI Showroom.

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

Sr. No.	Particulars	
1.	Name of the firm (Individual/ Partnership/ Company/ NGO/ Co-operative Society etc. with supportive documents as proof)	
2.	Address	
3.	Name of Owner/ Members/ Directors/ Partners	
4.	Authorized Representative/ person	
5.	Telephone Number	Office : _____ Shop : _____ Residence : _____ Mobile : _____ Fax No. : _____ E-Mail : _____
6.	Number of years of experience dealing with products as mentioned in bid. (Please attach documents like certificates or Profit and loss Account and Balance sheet – self attested)	
7.	Turnover of last three years (Rs. in lacs) (Please attach documents like Annual report, Profit and loss Account and Balance sheet certified from Chartered Accountant). The turnover should be of same product category applied for and CA certificate may be enclosed if not identifiable from audited Balance Sheet or ITRs.	2021-22 2022-23 2023-24



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

All documents enclosed should be self-attested.

Undertaking by bidders:

I/We understand that:

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



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

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

Name of the beneficiary :

Name of the Bank :

Name and address of the Branch :

Account Type (SB/CA etc.) :

Account No. :

PAN :

IFSC Code :

Disclaimer

- Cancelled cheque of above mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.8 are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the CCIC OF INDIA LTD. responsible.
- I also under take that I shall inform any changes in my bank account particulars in future to CCIC failing which payment shall continue to be made as details to CCIC by me, for which CCIC shall not be held responsible.
- I have been informed that CCIC reserves the right to cancel any or all of the tenders/ bid received without assigning any reason thereof.
- Certified that the particular furnished above are correct as per knowledge.

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

Signature of the Bidder : _____

Name in BLOCK Letters : _____

Date : _____



Annexure-C

“FINANCIAL BID”

From:

Date:

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

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

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

Operation for Concessionaire arrangement in CCIC’s NEW DELHI Showroom.

1. Name of Product : _____

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

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



3.	Authorized Representative/ person	
4.	Percentage to be offered on actual sales in CCIC's emporia.	
Note : <ol style="list-style-type: none">1. For Delhi - the minimum reserve price shall be Rs.500/- per sq. ft. per month and percentage revenue on Gross Sales excluding GST shall be based on the highest percentage offered by the party.2. The minimum percentage on Gross Sales excluding GST should 10% or higher. Gross Sales means Gross Sales before discount excluding GST. This is applicable for Delhi as well as other branches including shops.3. Highest percentage shall be valid for three years and if party withdraw consent then other parties may use the vacate space at H1 percentage.4. Sales reconciliation shall be done on monthly basis and all products will be sold under the brand of CCIC.5. All other terms and condition shall be as per concessionaire agreement6. On signing the agreement, the successful bidder will submit 6 post-dated cheques for values equivalent to minimum reserve price per month.		
	Date	(Signature & Seal)



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 **22/08/2024**. After this time, no bids can be uploaded.
2. **Date of Online opening of the Tender bids:** The Tenders will be opened on the next day i.e. the last date of the receipt of the Tenders, at 4:00 pm. All bidders are to be required to submit relevant documents as per address mentioned in Bid Data Sheet.
3. The Bids should be submitted online in two parts, the '**Technical Bid**' and '**Financial Bid**'
4. **Authorized Signatory:** The Bid submitted online shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.
5. The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by CCIC, otherwise the offer is liable to be considered null and void at any stage as per the decision of CCIC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid will be declared open at 4:00 p.m. on the date of submission as above. The participating Bidders are requested to note the timing of all the Tender openings.
7. The Bidder shall bear all costs associated with the preparation and delivery of its documents, including costs and expenses related to visits to the site CCIC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. **Caution**

This is to be remembered that this is an e-Tender and any Tender document like bid, etc. if physically deposited in the "Offline Document Box" would not be considered. The bid would be only considered when it is e-Tendered.
9. The authorized signatory of the Bidder is required to digitally sign on all the pages and submit the technical bid and financial bid as a token of acceptance of all the terms and conditions of the Tender.
10. The Bid submitted by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the CCIC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by CCIC.



11. Whether MSME/ SC/ ST category (attach proof)
12. 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.
13. Vide O.M. No. F. 20/2/2014-PPD (Pt.) dated 25th July 2016 from Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance and Policy Circular No. 1(2)(1)/2016-MA dated 10th March, 2016 of MSMEs, relaxation is available to MSMEs in Turnover and Experience criteria.
14. All the benefits/ exemptions/ relaxations as provided by Government through its circular/notification from time to time will be applicable to MSMEs while applying for the tender and at the time of selection of the party subject to the approval of the competent authority.
15. **The Percentage to be offered on actual sales shall be quoted in the financial bid only and not in the Technical Bid, otherwise bid will be rejected.**
16. Interpretation and decision by CCIC on the terms of the Tender will be final and binding.
17. All the conditions of the Tender and the advertisement in the newspaper will form a part of the agreement.
18. 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.
19. CCIC reserve the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.
20. **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 Financial Bid will not be opened on the day of opening of Technical Bids.
 - d. 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.
 - e. The decision regarding qualification/ disqualification of the Bidders shall lie with CCIC and shall be final and binding on the bidders.
 - f. 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.
 - g. 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.
 - h. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids.



- i. Based on the financial quote in the bids, the comparative statement of bids would be prepared.
- j. H-1 party shall be considered for awarding the Concessionaire contract.
- k. The discount shall be subject to GST as per rates applicable on the date of billing.

21. **Bid Security/ EMD**

- a. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate should be valid as on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result the bid being liable for rejection.
- b. EMD will be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection.

22. **Stamp Duty**

The stamp duty as applicable will be borne by the successful bidder for execution of the License Agreement.

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

A pre-bid meeting shall be held on **08/08/2024** (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. Parties may attend the meeting through virtual mode by sending their e-mail for confirmation on or before 06/08/2024 at cscic76@gmail.com. Link will be sent to only those parties who have sent the confirmation through e-mail. All the queries raised by any prospective Bidder would be answered by CCIC in the pre-bid meeting. All are invited to attend.

24. **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.

25. **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.

26. **Evaluation criteria**

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

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

2. **Evaluation Criteria for Price bid**

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

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

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

27. **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.

28. **Display of signage**

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

29. **Security Deposit**

Interest free security deposit equivalent to 45 days minimum reserve price i.e., Rs. 500 per sq. ft. per month 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 Interest free security deposit



shall be refunded on expiry of the agreement and vacation of the area allotted to concessionaire to the satisfaction of CCIC, after effecting any recoveries or adjustment for any dues from the concessionaire.

Annexure – 'E'

LICENSE AGREEMENT

This Agreement is made on this ____ day of _____, Two thousand Twenty Four between

Central Cottage Industries Corporation of India Ltd., a company incorporated and registered under the Companies Act, 1956 (a Government of India undertaking Ministry of Textiles, having registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi (hereinafter referred as "CCIC"), represented by _____ which shall unless repugnant to the context includes his successors and assigns or any other official authorized for the purpose by the CCIC of the one part

AND

_____ a company incorporated and registered under the Companies Act, 1956 having registered office at _____ (hereinafter referred as "Party") represented by _____ Mr. _____, which shall unless repugnant to the context includes their successors, assigns, legal representative, of the other part.

Whereas CCIC runs showrooms in the name of Central Cottage Industries Emporium for the purpose of sale, display, marketing, exhibition and promotion of all kinds of Handloom and Handicraft products. The Central Cottage Industries Corporation has been instrumental in supporting and sustaining various crafts and artisan communities across the country. It operates under the brand name "Cottage," and its retail outlets are known for offering a diverse range of handcrafted items, textiles, jewelry, and more.

And whereas CCIC invited tenders from the desirous persons/companies/dealers for participation in operation of retail sale of different items of Handloom and handicraft product by CCIC in its showroom on instant sale basis vide tender dated _____; AND

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



NOW THIS AGREEMENT WITNESSES AS UDNER:

1. TENURE AND RELATIONSHIP

- 1.1. That this Agreement is valid for a period of 3 years commencing from _____ and ending on _____ subject to the condition that the same can be revoked or determined as per conditions as contained hereunder in this Agreement.
- 1.2. This agreement may be extended/ renewed for a period of further 2 years at such terms and conditions upon the mutual consent of both the parties.
- 1.3. That the specific earmarked location of area shall be approximately ____ **sq. ft.** in the showroom at __ level; which can be shifted anywhere in the showroom keeping in view the exigency of the business and policy of the CCIC.
- 1.4. That lock-in period for this arrangement shall be for Six Months, if the party vacates the allocated area in CCIC emporia before lock-in period, then the refundable security amount will be forfeited by the CCIC.

2. LICENSE FEE

- 2.1. That the party agree to pay Rs.500/- per sq. ft. per month (minimum reserve price) plus ____% revenue on Gross Sales excluding GST (Gross Sales means Gross Sales before discount excluding GST). This amounts to Rs. _____ per month plus ____% revenue on Gross Sales.
- 2.2. The minimum reserve price will be valid for three year thereafter it will be increased by 5% every year for the next two years.
- 2.3. The party shall pay Rs. _____ on Monthly Basis within five days of corresponding month through RTGS/NEFT mode only as per following bank details.
Name of Account holder : Central Cottage Industries Corp. of India Ltd.
Account Number : 10185775245
IFSC Code : SBIN0006199
Bank Name : State Bank of India
Branch : Jawahar Vyapar Bhawan, New Delhi.

The Party shall also pay to CCIC GST @18% or any other tax as applicable from time to time.

- 2.4. The Party shall deposit a refundable security deposit of Rs. _____/-equivalent to 45 days Minimum Reserve fees on signing of this agreement.
- 2.5. On signing the agreement, the party will submit 6 post-dated cheques for values equivalent to minimum reserve price per month.
- 2.6. The stamp duty as applicable will be borne by the party for execution of the License Agreement.



- 2.7. That the Party shall keep open the allotted area exclusively for the purpose of display and demonstration of the Products for running the business mentioned herein and shall keep adequate stocks of its products range. On display and demonstration of the Products, in the event of any customer expressing his/her desire to purchase a Product, the Party shall intimate the description of the Products, the selling price and the taxes/rates of taxes thereon to the CCIC in such manner as may be required by the CCIC from time to time, and thereafter:-
- 2.7.1. CCIC will effect the sale of selected goods and merchandise to customer / consumer of CCIC after purchase from party on cash-memo of CCIC and itself collect sale proceed and make delivery to customer. The payment to the party shall be made within 45 days of each subsequent month on presentation of sales invoice to CCIC after deducting the ____% of the Gross Sales excluding GST as mentioned in Clause 2 of the agreement.
- 2.7.2. It is hereby clarified that the Party shall not be entitled in any circumstance whatsoever to directly sell any Products to the customers and all sales to the customers shall be made only in the manner provided in this agreement.
- 2.7.3. It is further clarified that in the event of CCIC becoming liable to pay any other Tax other than Goods and Service Tax (GST) as a result of the sale of the Products by CCIC to the customers, the Party shall reimburse to CCIC the amount of tax so paid by CCIC within 7 days of the demand being made in this regard. In any event CCIC shall be entitled to deduct all such amounts from any payments due by CCIC to the Party from time to time.
- 2.7.4. In the event of either party being desirous that the customer be offered any discount or schemes on the Products, the same shall be offered only in consultation and concurrence with the other Party.
- 2.7.5. That the Party shall provide proper quality and purity of products at the counters and in case there is any complaint against the product the Party shall ensure that the said articles sold to CCIC is taken back and the price of the same including tax is refunded to CCIC.
- 2.7.6. That in case of loss/damage to CCIC due to improper quality, purity or services from Party, the recovery shall be made from Party of all losses/damages including third party liability on this account.

3. DUTIES AND RESPONSIBILITIES

- 3.1. That the Party shall arrange the interior decoration, furniture, fixture at its own cost, but the design of the same will be done in consultation and approval of the CCIC.
- 3.2. The entire maintenance of interior, furniture, fixtures, etc. shall be the responsibility of the Party.
- 3.3. It has been specifically agreed to and acknowledged by the Party that the said space of _____ sq. ft. allocated to the Party shall in no way would create any right of any nature in it's (Party) favour and the rights and obligations between the parties herein shall be governed by this Agreement.



- 3.4. This Agreement is non-transferable and the benefits under this Agreement or part thereof shall not be assigned, transferred or otherwise parted within whole or in part by the Party.
- 3.5. That on the expiry of the period of this Agreement or its early termination/determination as contained herein, the Party undertakes to remove all its articles/merchandise from the allocated area of the showroom and thereafter the Party shall have no right whatsoever to enter the said showroom of CCIC to carry on any business.
- 3.6. That the allocated area in the showroom shall be maintained in good condition by the Party subject to the normal wear and tear. The same shall be painted and repaired by the Party at its own cost and expenses as and when it is necessary and deemed fit by the CCIC.
- 3.7. That the Party shall not display, affix or exhibit any signboards or any other writing on the exterior of the allotted area without the written consent of the CCIC.
- 3.8. That the Party shall keep the allotted area in clean and orderly condition and fit for use to the satisfaction of the CCIC and it shall be lawful for the CCIC to enter upon and inspect the same for its satisfaction that all the condition of the Agreement are being complied with.
- 3.9. That the Party shall not use the allocated space for any other purpose except for the purpose of display and participation in the retail sale operation by CCIC.
- 3.10. That the Party hereby agrees and confirm that in view of the specialized nature of product/services involved, the Party will depute trained personnel.

4. INSURANCE

- 4.1. That the Party shall during the period of this Agreement insure against any claim under workmen's Compensation Act or any other act for all the persons employed by it in connection with its business to be carried as aforesaid in the allotted area. The insurance will be taken from such insurance company which is approved by the CCIC, who shall be entitled to inspect on demand all the policies hereinabove mentioned and all the receipts for the premium paid by the Party from time to time.
- 4.2. That the Party shall arrange insurance of goods and merchandise which are subject of this Agreement against burglary, fire, riot, and civil commotion and natural calamities and the premium thereof shall be payable by the Party. In case of any eventuality, claim will be filed by Party as per declared goods/stock of Party.
- 4.3. That the Party shall also discharge all its obligations under various legislations, such as ESI, Provident Fund, payment of Bonus Act, etc. and submit monthly proof of payment of PF, EPS & ESI. Furthermore, if the CCIC is made to pay any amount because of the non-fulfilment of provisions of said legislation on the part of the Party, the CCIC shall be entitled to recover such amount from the Party from/through sales proceeds.

5. INDEMNIFICATION

- 5.1. That the Party undertakes to indemnify and shall keep indemnified the CCIC for any violation of any law, regulation, byelaws and the penalties, fines, taxes etc, which may be levied on the CCIC during display of goods and merchandise on the earmarked area of showroom, by any competent authority or the third party as the case may be.



- 5.2. That the Party shall not hold or permit to hold any public auction in the allotted area.
- 5.3. That the Party shall keep open the earmarked area for the customers of CCIC for such hours as may be fixed by the CCIC subject to the labour regulations in force from time to time. The Party shall also observe annual holidays as observed by CCIC.
- 5.4. That the Party shall obtain all the licenses which are required under the law for the storage display and sale of the articles in the allotted area. Furthermore, the Party shall be liable to pay any taxes or any other duty that may be imposed by any authority on the operation of retail sale as permitted under the Agreement, or which may be payable to the CCIC in respect of the business carried on by the Party.
- 5.5. That it is expressly agreed between the parties that by way Agreement purely a privilege is being given to the Party to use and occupy the allotted area with the object of providing facilities and amenities to the customers and visitors of the CCIC, which is a departmental store and that the Party shall not allow anyone else to use/exploit the permission/privilege assigned by way of this Agreement entered into between the party. It is further expressly agreed that no interest of any kind whatsoever, whether in the nature of tenancy, license or otherwise is being created in favour of the Party in respect of the allotted area or any part thereof.
- 5.6. Notwithstanding anything contained herein, it is agreed that allotted area shall at all-time be under the control and supervision of the CCIC and the CCIC shall retain dominion and possession of the allotted area and shall have right to direct the mode and manner of the use of the allotted area so as to provide facilities more effectively to the customers and visitors of the CCIC.
- 5.7. That the Party shall keep its stock of all the items which are permitted to be displayed on the allotted area and protect them from fire or any hazard. The Party shall take all necessary measures to prevent the occurrence of any fire or damage to the allotted area but shall not be permitted to carry on any major structural changes or alterations therein.
- 5.8. That the Party shall be liable to pay any taxes or any other duty which may be imposed by the competent authority from time to time in respect of the business of the Party.
- 5.9. That the Party shall observe and comply with all the rules and regulations under the shops and Establishment Act and other labour legislations applicable to them from time to time, and enforced by the local authorities.
- 5.10. That the CCIC shall in no way be liable to pay any salary, wages, compensation to the employees of the Party on any account and there shall not be any relationship of any kind between the CCIC and the said employees of the Party.
- 5.11. That the CCIC shall have the right to object the employment of any person of Party who in the opinion of the CCIC is of bad character and may create nuisance in the showroom or allotted area.
- 5.12. That the CCIC shall provide electricity connection to the Party in the area allotted as per this Agreement and the supply of the same shall be controlled and governed by the CCIC. The Party shall make use of the electricity in accordance with the sanctioned load and ensure that the electrical appliances used by the Party do not create any short circuit in the area. In case of any damage to the property or the electric connection on account of the fault of the Party the same has to be repaired at their own cost. The damaged equipment's fixed or placed at the outlets are liable to be replaced by the Party and in case of any dispute or differences the decision of the CCIC in this regard shall be final.



- 5.13. That the Party shall maintain proper accounts in respect of transactions of sale to CCIC. The said accounts and records are liable for inspection by the CCIC or its duly authorized agent/representative and the relevant accounts books or registers shall always be kept or made available in the allotted area for inspection at all time throughout.
- 5.14. That the Party by virtue of this Agreement by no means acquires any representational rights of CCIC and/or its brand name/logo etc.
- 5.15. That in case during the subsistence of this Agreement any of the saleable materials/items which are banned or the sale of the, which is restricted by the order or notifications issued by the competent authorities or Government, the Party shall fully abide by that and such saleable materials/items shall be immediately withdrawn by Party and shall not be put to display by the Party.
- 5.16. That the allotted area in the showroom of CCIC being used by the Party shall always be in the possession of CCIC and under the supervision and control of the CCIC. The CCIC shall have the right to decide the passage, route leading to the allotted area for the customers, guest and employees of the Party. The CCIC shall have access to the allotted area at all times.
- 5.17. That the Party agrees and acknowledges that no right whatsoever has been created in favour of the Party pertaining to the allotted area in the showroom of the CCIC and the Party shall not create or claim any tenancy rights or any other right in the said area.
- 5.18. That the address given in this Agreement shall be the address of the parties herein and in case of any change in the address of Party same shall be communicated to the CCIC in writing.
- 5.19. That the CCIC shall not permit any competition within the premises of the Party in the matter of sale by the Party of the goods and merchandise covered by this Agreement. Accordingly, The CCIC shall not grant any permission/privilege to any other dealer to display similar goods in the Central Cottage Industries Emporium.

6. TERMINATION

- 6.1. That the term of this Agreement is 3 years commencing from the date of its execution. It is hereby agreed and declared that either party shall be entitled at anytime to terminate this Agreement by giving 90 days' notice.
- 6.2. 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:
- 6.2.1. Where the CCIC is of the opinion that the Company has committed breach of any of the provisions of the License Agreement;
- 6.2.2. Where 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;



- 6.2.3. 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;
- 6.2.4. 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;
- 6.2.5. The Company defaults in paying the minimum license fee as agreed upon in the Agreement for more than 02 months at a stretch.

7. CONSEQUENCES OF TERMINATION

Upon termination of the Agreement as aforesaid:

- 7.1. The Company shall forthwith cease to use and occupy the allotted space and shall forthwith, vacate and remove itself and its belongings peacefully from the allotted space;
- 7.2. 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.;
- 7.3. The Company shall forthwith hand over all the Confidential Information, which it has received, from CCIC during the tenure of the agreement, to CCIC including any software programmes, data bases etc.;
- 7.4. The Company shall not be entitled to display the name and Brand of CCIC anywhere and shall cease to use/have any rights to Trade Marks, if any, conferred on it as per the agreement and shall also forthwith cease to use the logos, symbols, trademarks etc. of CCIC anywhere permitted or in any way directly or indirectly make any representations to the effect that it is associated with CCIC;
- 7.5. The interest free security deposit shall be returned by CCIC to the Company on peaceful vacation of the premises and after applicable deductions, if any;
- 7.6. The Company 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 the agreement;
- 7.7. 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.

8. NOTICES

- 8.1. Any directions/instructions/requirements under the agreement to be given by the CCIC to the Company shall be deemed to have been validly given, if signed by the Managing Director, 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 the agreement;



8.2. 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 in the agreement 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;

8.3. The addresses for communication are as under:

CCIC : For the attention of :
Managing Director/Company Secretary

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

Tel : 011- 23322107

E-mail : cscic76@gmail.com

Company : For the attention of :

Address :

Tel :

E-mail :

9. ASSIGNMENT

The agreement cannot be assigned/transferred by the Company nor can the Company grant any sub-license and/or the right to operate and/or delegate any duties or obligations arising under the 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 the agreement and its business or its business entity. The purchaser/transferee/assignee would ipso facto step into the shoes of the CCIC and Party shall continue with its obligations under the agreement to the new purchaser/transferee/assign.

10. DISPUTE SETTLEMENT - ARBITRATION

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



That in the event of any dispute, controversy or claims arising out of or relation to the agreement or the breach, termination or invalidity thereof shall be first attempted to be settled amicably. If no amicable settlement is reached then the same shall be settled by the Sole Arbitrator in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996. 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.

11. JURISDICTION OF COURTS

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 the agreement shall be instituted only in competent courts at New Delhi and parties specifically agree to exclude the jurisdiction of any other court.

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

SCHEDULE - I

Details of Products allowed to be dealt:

Party

(Through its Authorized Signatory)

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

(Through its Authorized Signatory)

WITNESS OF THE PARTY

1.

2.

WITNESS OF THE CCIC

1.

2.