



Request for Proposal (RFP) - EoI

Running of a "Craft Café" at Malliyakarai, Salem

Tender Ref.:TNHDC/542/DC/26-27

Tender Document

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

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Disclaimer

- 1) This Tender document is neither an agreement nor an offer by Tamil Nadu Handicrafts Development Corporation Limited (TNHDC) to the prospective Successful Bidder s or any other person. The purpose of this Tender document is to provide information to the prospective Successful Bidder s that may be useful to them in the preparation and submission of Bid.
- 2) TNHDC does not make any representation or warranty as to the accuracy or reliability or completeness of the information in this Tender document and it is not possible for TNHDC to consider the particular needs of each prospective Successful Bidder. The prospective Successful Bidder s shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids and price quoted in the Bid to cover all obligations under this Tender. The Successful Bidder shall make all arrangements for execution of the contract at its own cost and transport.
- 3) TNHDC will not have any liability to any prospective Successful Bidder or organisation or any other person under any laws for the loss or expense or damage which may arise from or be incurred in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Contract.
- 4) TNHDC will not be responsible for any delay in receiving the Bids. The publication of this Tender does not imply that TNHDC is bound to select any Successful Bidder or to sign Contract with the Successful Bidder , as the case may be, for the Scope of Work. TNHDC reserves the right to accept/reject any or all of Bids submitted in response to this Tender document at any stage for reasons such as change of scope or technology or non-availability of anticipated fund whatsoever with intimation notice published on the designated websites.
- 5) TNHDC reserves the right to change/ modify/ amend any or all conditions of this Tender document that will be made available on the designated websites.
- 6) This Tender process is governed by the Tamil Nadu Transparency in Tenders Act 1998 with The Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time. It is Successful Bidder 's responsibility to ensure that they submit all the supporting documents without fail and it is the Successful Bidder 's sole responsibility to establish the proof of having relevant experience of the Successful Bidder s to full fill the Eligibility requirements otherwise the Bids are liable for rejection.

Definitions

For the purposes of this Tender unless the subject or context otherwise requires the following terms expressed shall mean as under.

#	Terms	Definitions
1.	Day	A day means a calendar day.
2.	Month	Month means an English calendar month.
3.	Government	Government means the Handlooms, Handicrafts, Textiles and Khadi Department, Government of Tamil Nadu.
4.	Department	Department means the Tamil Nadu Handicrafts Development Corporation Limited under the administrative control of Handlooms, Handicrafts, Textiles and Khadi Department, Government of Tamil Nadu.
5.	Government Organisations	Government Organisations means Central Government, State Government, Public Sector Undertakings of Central/State Governments, and Wholly owned Government Bodies.
6.	Applicable Law	Applicable Law means the Laws and any other instruments having the force of Law in Tamil Nadu as they may be issued and in force from time to time.
7.	Request for Proposal (RFP) – EoI	RFP means "Request for Proposal" document issued for Running of a "Craft Café" at Malliyakarai, Salem
8.	Successful Bidder / Successful Bidder	Successful Bidder / Successful Bidder means the party who makes a formal offer in pursuance of this Tender floated by TNHDC.
9.	Partial offer	A partial offer means that the Successful Bidder has not quoted for the complete scope of work or has failed to provide pricing as required in the Technical Bid or Price Bid documents. Such bids are considered non-compliant and are liable to be rejected.
10.	Conditional offer	A conditional offer means that the Successful Bidder s specify their own terms and conditions for the Scope of Work or quoted Price which would be non-responsive to the tender conditions and such Bids are liable for rejection.
11.	Bidder or SUCCESSFUL BIDDER	Bidder or Successful Bidder can be interchangeably used and means the Successful Bidder who has been selected for awarding the contract through this Tender process.
12.	Services	Services mean the work to be performed by the Successful Bidder as per the Scope of Work described in the Tender.

#	Terms	Definitions
13.	Agreement	The agreement means the agreement to be entered between TNHDC and Successful Bidder with all its appendices and annexure and any amendments thereto made in accordance with the provisions herein, read in conjunction with this Request for Proposal (RFP) - EoI document, and the bid response including its further revisions, associated documentation as the situation may deem necessary.
14.	Force Majeure	Force Majeure means any event that is unforeseeable, beyond the control of either party and not involving the affected party's wilful fault or negligence and materially affecting its capacity to perform its obligations.
15.	Material Breach	Material Breach means not submitting any deliverables, as mentioned in the Scope of Work and not rectifying the default within the days of being notified of the default.
16.	Other Terms	Other terms used in the Tender but not defined under this shall have the same meaning as assigned to such terms under the Information Technology Act, 2000 and the Companies Act, 1956, as the case may be, as amended from time to time.

1. Introduction

The Tamil Nadu Handicrafts Development Corporation Limited (hereinafter called TNHDC) popularly known as "Poompuhar" is a Government of Tamil Nadu Undertaking established with the objective of promoting and marketing the traditional handicrafts of Tamil Nadu. TNHDC plays a vital role in preserving the rich cultural heritage of the State by providing a platform for artisans to exhibit and sell their products through its network of Sales Showrooms and marketing outlets.

TNHDC supports artisans by facilitating skill development, enhancing product quality, and ensuring sustainable livelihood opportunities through organized marketing, exhibitions, and e-commerce initiatives. The Corporation promotes various traditional crafts such as Thanjavur paintings, stone carving, bronze and metal artefacts, wood carving, pottery, terracotta, palm leaf products, handlooms, handicraft souvenirs, and other heritage products.

The Craft Cafe is a concept in the retail space that has a Craft gallery at one side and Café at the other side. The interesting aspect in art retailing is that the cafe service attracts people who visit or do not visit ordinarily art galleries, but once at the Gallery, they find themselves in a comfortable space with full of arts surrounded by them. When people enjoy their food/ drink, they can also look at the art with no obligation to buy anything. However, the atmosphere would inspire the people to feel arts and crafts. So, the scope of work is to create such an atmosphere for the public to experience the "Craft Café" at Poompuhar Display - cum- Demonstration Centre at Malliyakarai, Salem.

The successful bidder should be experienced in the business of making & selling Vegetarian Light Refreshments (VLR).The successful bidder to be selected through this Tender would be required to setup and run the Craft Cafe business during the contract period. For more details about the Corporation, visit the website, www.poompuhar.com.

2. Tender Schedule

S.No	Parameters	Details
1	Tender Accepting Authority, Designation, and Address	The Managing Director Tamil Nadu Handicrafts Development Corporation Ltd. 759 Anna Salai, Chennai – 600 002 Phone:(044) 2852 1271/1325/5094 Fax: (044) 2852 4231 Email: tamilnaduhandicrafts@yahoo.co.in
2	Tender Inviting Authority, Designation, and Address	The Finance Manager Tamil Nadu Handicrafts Development Corporation Ltd. 759 Anna Salai, Chennai – 600 002 Phone:(044) 2852 1271/1325/5094 Fax: (044) 2852 4231 Email: tamilnaduhandicrafts@yahoo.co.in
3	TNHDC Tender Ref No	Running of a "Craft Café" at Malliyakarai, Salem Tender Ref. TNHDC/542/DC/26-27
4	Mode of Tender	Tender Document (Part – A), Technical Bid (Part – B) & Price Bid (Part- C), and e-submission of the bids online through https://tntenders.gov.in
5	Date of Notice of Inviting Tender available to parties to download	e-Tenders document is available from the designated websites from 30.07.2026.
6	Earnest Money Deposit (EMD)	An EMD amount of Rs. 50,000/- (Rupees Fifty thousand only) should be paid only through online payment mode. EMD exempted for MSME registration and certificate shall be uploaded through online.
7	Tender Document	Tender documents can be downloaded from websites www.poompuhar.com and www.tntenders.gov.in
8	Pre-Bid Meeting on	A pre-bid meeting will be held on 04.08.2026 at 11.30 AM at the address mentioned in (1) above.
9	Date of closing of online e-Tender	e-Tenders shall be submitted on or before 13.08.2026 at 12.00 Noon.
10	Date & Time of Opening of online e-Tender	Tender will be opened on 13.08.2026 at 3.00 PM at the address mentioned in (1) above.

3. General Instructions

The Successful Bidders are requested to read the instructions, terms & conditions and specifications laid down in the Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

The Successful Bidder (s) are required to contact the Tender Inviting Authority by mail/letter at least 48 hours prior to the opening of the tender for any clarifications required.

The responses to the clarification will be notified on <https://tntenders.gov.in> without indicating the source of the query.

At any time prior to the last date for receipt of Bids, Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC) may, for any reason, whether on its own initiative or in response to a clarification requested by the Successful Bidder s, modify or amend the tender conditions. The Successful Bidder s are requested to visit the online portal frequently to check for any such amendments.

TNHDC, at its discretion, may or may not extend the due date and time for the submission of bids in light of such amendments.

All the Successful Bidder s must periodically browse the portal till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TNHDC will not be responsible for any misinterpretation of the provisions of this tender document on account of the Successful Bidder s' failure to update the bid documents based on changes announced through the portal.

The bid prepared by the Successful Bidder, as well as all correspondence and documents relating to the bid, shall be in English only.

Any offer made in response to the tender, when accepted by TNHDC, will constitute a contract between the parties.

The Contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representation, explanation, or statement, or alleged representation, promise or guarantee given or alleged to have been given to them by any person of TNHDC.

No Director, official, or employee of TNHDC shall, in any way, be personally bound or liable for their acts or obligations of TNHDC under the contract or answerable for any default or omission in the observance or performance of any acts, matters, or things which are herein contained.

Any alterations or erasures shall be treated as valid only if they are authenticated by the full signature of the person or persons authorized to sign the bid.

The provisions of the Tamil Nadu Transparency in Tenders Act, 1998 and the Rules, 2000 framed thereunder, including any amendments, shall be applicable.

4. Tender Eligibility Criteria

The Successful Bidder s should fulfil the following Eligibility Criteria to participate in the Tender and should submit supporting documents in the Technical Bid.

#	Minimum Eligibility Criteria	Supporting documents required
1.	Bidder should be an organisation registered under the Companies Act 1956 or a Partnership Firm or Sole Proprietary Firm in India.	<u>In case of Registered Companies:</u> A copy of the Certificate of Incorporation shall be submitted. <u>In case of Partnership Firms:</u> A copy of the Partnership Registration Certificate shall be submitted. <u>In case of Sole Proprietary:</u> A copy of the Firm /registration shall be submitted. <u>All the Successful Bidder shall submit the following documents:</u> Copy of the Permanent Account Number (PAN) Copy of the GST Registration Certificate
2.	Bidder should have experience of running vegetarian food (VG) Canteen / Cafeteria/ Hotel/ Restaurant	Bidder also should submit at least one catering order value for 15 lakhs Bidder should produce a valid FSSAI certificate.
3.	The Bidder should have an average Annual Turnover of Rs.25 lakhs or more in the last three Audited Financial years. (Year 2022-2023, Year 2023-2024 & Year 2024-2025)	The Bidder should submit Auditor's Certificate with the IT return, along with Profit and Loss Accounts for the last three audited Financial Years.
4.	The Bidder should have an office in Chennai/Salem.	Copy of the Address proof of the Chennai/ Salem Office, like Land line telephone bill, rental agreement, rent receipt, etc., in the name of the Bidder shall be submitted.
5.	The Bidder should not have been blacklisted	Self-declaration letter to be provided by an authorised person of the Organisation.

5. Instructions to the Successful Bidder s

5.1 Language of the Bids

The Bids prepared by the Successful Bidder, as well as all correspondence and documents relating to the Bid, shall be in English only. If the supporting documents and printed literature furnished by the Successful Bidder are in any other language, they shall be submitted with an accurate English translation duly notarised, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such a translation copy are liable to be rejected.

5.2 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

5.3 Letter of Authorisation

An Authorisation letter or Power of Attorney from the Board of Directors or Managing Director shall be submitted in case of Registered Company. Authorisation letter signed by all the Partners authorising one of the Partners/Officials shall be submitted in case of Partnership Firm. Authorisation letter signed by the Proprietor authorising self/one of Officials shall be submitted in case of Proprietary-ship Firm. Such Authorisation letter should clearly mention the name and designation, and other details of the Authorised person to sign and submit Bids, to take decisions, and to execute the work on behalf of the Organisation. The Bids received without the Authorisation letter or Power of Attorney will be summarily rejected.

5.4 Clarifications and Amendments

- 1) At any time after the issue of the tender documents and before the opening of the tender, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and upload such changes to the designated websites mentioned in Tender Data sheet.
- 2) TNHDC will not be responsible for any misinterpretation of the provisions of this tender document or on account of the Successful Bidder's failure to update the Bid documents based on changes uploaded in the website.

5.5 Contacting the Tender Inviting Authority

Successful Bidder s shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority or Tender Committees or Tender Accepting Authority after opening of the Tender and prior to the notification of the Award. Any attempt by any Successful Bidder to bring to bear extraneous pressures on the Tender Inviting Authority or Tender Committees or Tender Accepting Authority shall be sufficient reason to disqualify the Successful Bidder.

5.6 Cost of Bidding

The Successful Bidder s should bear all costs associated with the preparation and submission of Bids.

5.7 Earnest Money Deposit (EMD)

- 1) An EMD amount as specified in the Tender Schedule should be paid along with the Technical Bid. An EMD amount of **Rs.50,000/- (Rupees Fifty thousand only)** should be paid only through online payment mode. The EMD amount of the unsuccessful successful bidder s will be refunded after finalisation of the Tender and award of the contract. The EMD amount held by TNHDC till it is refunded to unsuccessful successful bidder s will not earn any interest thereon.
- 2) EMD exempted for MSME registration and certificate shall be uploaded through online.
- 3) The EMD amount of the successful Bidder will be converted as part of the Security Deposit (SD) for successful execution of the work.
- 4) The EMD amount will be forfeited by TNHDC, if the successful bidder withdraws the bid during the period of its validity specified in the Tender or if the successful bidder fails to sign the contract or the successful bidder fails to remit Security Deposit within the timeframe specified in the Tender.

5.8 Tender Envelopes

- 1) Successful bidder s should examine all Instructions, Terms & Conditions and Technical specifications as given in the Tender document. Failure to furnish information in the Bid or submission of Bids not substantially responsive/viable in all respects will be at successful bidder s' risk and may result in rejection of bid. Successful bidder s should strictly submit the bid as specified in the Tender, failing which the bids will be held as non-responsive and will be rejected.
- 2) The e-bids should be submitted (1) Tender Document (2) Technical Bid and (3) Price bid. The tender document should be submitted through e-tender only.

5.9 Tender Document & Technical Bid

5.9.1 Bid Preparation

The Tender Document (Envelope -A) & Technical bid (Envelope-B) as given in the Tender document shall be filled, signed and stamped in all pages. TNHDC will not be responsible for the errors committed in the Bids by the successful bidder's. The Technical bid should not strictly contain any price indications, failing which; the bids will be summarily rejected.

5.9.2 Details to be furnished

- 1) The EMD amount as specified in the Tender should be submitted. Tenders received without the EMD amount will be rejected.
- 2) A covering letter in the successful bidder's Letter Head (in the format given in Annexure-1) should be submitted.
- 3) An Authorisation letter or Power of Attorney as specified in the Tender document should be submitted. The Tenders received without an Authorisation letter or Power of Attorney will be rejected.
- 4) The tender document in full along with Corrigenda, shall be printed, signed by the Authorised Signatory of Tender, sealed in all pages and submitted in the Technical bid as a token of acceptance of the Tender conditions.

- 5) The Tender Document (Envelope -A) & Technical Bid (Envelope-B) should be duly filled in the format given in the Tender document, signed by the Authorised Signatory and stamped in all the pages and should be submitted.
- 6) All the supporting documents to establish proof of successful bidder's eligibility to participate in the Tender should be signed by the Authorised Signatory and stamped in all pages and should be submitted. The supporting documents shall establish successful bidder's eligibility to participate in the Tender, failing which, the Bid will be rejected.
- 7) The Auditor's Certificate with IT return, Annual Report, Profit & Loss Account should be signed by the Authorised Signatory and stamped in all pages and should be submitted.
- 8) Any other documents as specified in the Tender should be signed by the Authorised Signatory and stamped in all pages and should be submitted.
- 9) The successful bidder shall submit full details of his ownership and control or, if the successful bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 10) If the successful bidder is a joint venture / consortium / group / partnership of two or more persons, all such persons shall be jointly and individually liable to Tamil Nadu Handicrafts Development Corporation Limited for the fulfilment of the terms of the contract. Such person shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without the approval of the TNHDC.
- 11) Successful bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a successful bidder is if any of the partners in a joint venture or any one of the members of the consortium submits the tender additionally, both the tenders are liable to be rejected.
- 12) In case the successful bidder has any doubt about the meaning/interpretation of any of the clauses contained in the tender document, he/she shall seek clarification from the Tamil Nadu Handicrafts Development Corporation Limited, sufficiently well before submitting the bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all successful bidder without disclosing the identity of the successful bidder seeking clarification. All communications between the Successful Bidders and the Tamil Nadu Handicrafts Development Corporation Limited shall be carried out in writing through email **tamilnaduhandicrafts@yahoo.co.in**.
- 13) Any and all the exemption which the tenders may have, in any of the clauses in the specification and general conditions of service should be clearly outlined.
- 14) It may be noted that the tenders not containing full particulars called for in complete shape are liable to be rejected. Tenders not properly authenticated by the successful bidder will be rejected. Tender documents should be duly signed by the successful bidder in all pages.
- 15) Tenders and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretations.

- 16) All the columns shall be clearly typed. The successful bidder should quote the number, rates and amount tendered by him/ her/ them in figures. The successful bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. Mandatory column should be duly filled, otherwise the tender liable for rejection.
- 17) Successful bidder s participating in the tender must visit the site and get acknowledgement from the Manager Poompuhar Sales Showroom, Salem in Annexure - 1.

5.9.3 Signing the Bid

The Technical Bid shall be typed and signed by the Authorised Signatory on all pages of the Bid and stamped. Any alterations or deletions will be treated as valid only if they are attested with the full signature of the Authorised Signatory.

5.10 Price Bid

5.10.1 Details to be furnished

- 1) All the Price items as asked in the Tender should be filled in the Price Bid **exclusive of taxes**. The Tender is liable for rejection if Price Bid contains partial offers or conditional offers.
- 2) The price quoted by the successful bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, delivery & installation, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station and outstation expenses, etc. and any other cost involved to fulfil the scope of work as specified in the Tender.
- 3) The cost quoted by the successful bidder shall be kept firm for a period specified in the Tender from the date of opening of the Tender. The successful bidder should keep the Price constant during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods and no extension of time limit for supply of orders is permitted.

5.10.2 Signing the Bids

The Bids shall be typed, signed by the Authorised Signatory in all pages of the Bid and stamped. Any alterations or deletions shall be treated valid only if they are attested by full signature by the Authorised Signatory.

5.11 Mode of Submission of Tender

- 1) The Bid should be uploaded through online mode only as per the tender norms; no bids will be entertained physically.
- 2) TNHDC will not be liable or responsible for any uploading or downloading of tender.
- 3) The Bids received through post or email will be not considered and summarily rejected resulting in the forfeiture of the EMD as the case may be.

5.12 Tender Opening and Scrutiny

5.12.1 Technical Bid Opening

The Tender Document (Envelope A) and Technical Bid cover (Envelope-B) will be opened at the place, date and time as specified in the Tender Schedule. The Tender will be opened in the presence of the Successful Bidder s who are willing to be present. The Authorised Signatory of the Tenderer or their representative shall attend the Tender opening.

5.12.2 Tender Validity

The price quoted by the successful bidder shall be kept valid until the process completed from the date of Tender opening of Tender Document (Envelope – A) & Technical Bid Envelope-B).

5.12.3 Scrutiny during Tender opening

After opening the Tender Document (Envelope – A) and Technical Bid (Envelope-B) of the tender, an initial scrutiny will be held for the following aspects.

- i) Whether the EMD amount has been paid only through online mode.
- ii) Whether Tender Document (Envelope – A), Technical Bid (Envelope-B) and Price Bid (Envelope-C) are submitted in three separate covers.

If the tender committee is satisfied and meets out the requirements of the tender document, the financial bid of the respective successful bidder will be opened; otherwise, the bid shall be summarily rejected.

5.12.4 Clarifications by TNHDC

When deemed necessary, TNHDC may seek Bonafide clarifications on any aspect from the Successful Bidder. However, that would not entitle the successful bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TNHDC may seek additional information or historical documents for verification to facilitate decision making.

5.13 Technical Bid Evaluation

5.13.1 Suppression of facts

- 1) During the Technical Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of TNHDC, TNHDC shall have the right to reject the Bid. In such cases the EMD/ Security Deposit will be forfeited.
- 2) Successful Bidder s should note that any facts and figures like quantity, numbers, currency value, etc., in the supporting documents submitted by the Successful Bidder s for proving their eligibility criteria is found suppressed or erased, TNHDC shall have the right to seek the correct facts and figures, or reject such Bids as the case may be. It is the Successful Bidder s responsibility to submit the full copies of the supporting documents to prove its eligibility otherwise TNHDC may not consider such supporting documents.

5.13.2 Bid compliance with Eligibility Criteria

Tender committee will be involved for evaluation of Technical Bid with respect to Eligibility criteria requirements as specified in the Tender. The Technical Evaluation will be conducted based on the supporting documents, submitted by the Successful Bidders will be considered for further processing. The Bids will be held non-responsive and rejected if the Bids do not establish the eligibility of the Successful Bidders and will become unsuccessful in the Tender.

5.13.3 Selection of Technically Qualified Successful Bidder

Those Successful Bidder who fulfil the eligibility criteria will be considered as the Technically Qualified Successful Bidder. Successful Bidder will be assessed only to improve the quality levels in the proposed work under this Tender. The price bids of the Technically Qualified Successful Bidder alone will be opened and evaluated.

5.14 Price Bid Evaluation

5.14.1 Price Bid opening

The Price Bid cover will be opened at the place, date and time as specified in the Tender Schedule. The Technically Qualified Successful Bidders alone will be invited for Price Bid opening. The Authorised Signatory of the Tender or their representative shall attend the Price Bid opening.

5.14.2 Determination of Highest Evaluated Price

1. The bidder achieving the highest Combined Techno-Financial Score will be declared the H1 Successful Bidder. The TNHDC may negotiate with the H1 successful bidder for further optimization of the financial quote and refinement in the scope of work, in strict compliance with applicable procurement regulations.
2. In the event that more than one Technically Qualified bidder achieves the exact same highest combined score, the tie will be broken by designating the bidder with the higher Technical Score as the H1 Successful Bidder. If the Technical Scores are also equal, the bidder with the highest average annual financial turnover over the last three financial years shall be declared successful.

5.15 Acceptance of the Bid

The final acceptance of Bids is entirely vested with the Tender Accepting Authority, who reserves the right to accept or reject any or all of the Tenders, in full or in part, without assigning any reason whatsoever. The Tender Accepting Authority may also cancel the Tender due to administrative exigencies, including changes in the scope of work, introduction of new technologies, court orders, or Force Majeure conditions.

Following the selection by the Tender Accepting Authority, if the successful bidder withdraws their Bid for any reason whatsoever, the Bid shall be rejected, and the Earnest Money Deposit (EMD) submitted by said bidder shall be forfeited.

If the designated H1 successful bidder fails to accept the Letter of Award (LOA) or refuse to execute the contract, the H1 bidder will be treated as unsuccessful. In such an event, the H2 bidder may be considered as the successful bidder, subject to matching the commercial terms of the H1 bidder or based on the final discretionary decision of the Tender Inviting/Accepting Authority..

5.16 Notification of Award

Tender will be awarded within a period of 15 days from the date of selection of H1 successful bidder.

5.17 Refund of EMD amount

The EMD amount of the unsuccessful Bidder's will be refunded after award of the contract within a reasonable period. The EMD amount paid by the successful bidder will be converted as part of the Security Deposit payable by the successful Bidder.

- a) Each successful bidder must pay an Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only).
- b) Tenders not accompanied by the EMD for the notified amount in the form prescribed shall be summarily rejected.
- c) The Earnest Money Deposit of unsuccessful successful bidder s will be returned after the finalization of tender within a reasonable time consistent with the rules and regulations of e-tender and the EMD will be refunded to the source account.
- d) The Earnest Money Deposit furnished for any other tenders by the successful Bidder's and if any already available with the Tender Inviting Authority cannot be considered as an EMD for this tender.
- e) The EMD amount held by the Tender Inviting Authority till it is returned to the unsuccessful bidder will not earn any interest thereof.
- f) The EMD amount of successful bidder s will be retained as a part of Security Deposit (SD) for successful execution of the project.
- g) The EMD amount shall be forfeited if: The successful bidder withdraws the bid during the period of bid validity specified in the tender (or) in the case of the successful bidder, if the successful bidder fails to sign the contract or to remit Security Deposit or adhere to the time schedule.

5.18 Remittance of Security Deposit (SD)

- 1) The successful bidder shall be required to remit a Security Deposit equivalent to 5% (Five percent) on the total value of the order, inclusive of EMD amount by way of demand draft drawn in favour of "Tamil Nadu Handicrafts Development Corporation Limited" payable at Chennai.
- 2) The Security Deposit furnished by the successful bidder in respect of the tender will be refunded to them after successful fulfilment of the Contract. The Security Deposit held by TNHDC till it is refunded to the successful bidder will not earn any interest thereof.

5.19 Award of Contract

The Successful Bidder shall execute a Contract (in the format as given in Annexure-2) in Rs.100/- non-judicial stamp paper bought in Tamil Nadu only in the name of the Successful Bidder , within one week from the date of remittance of the Security Deposit. The Security Deposit will be forfeited if the Successful

6. Scope of Work

6.1 Introduction

The Craft Cafe is a concept in the retail space that has a Craft gallery at one side and Café at the other side. The interesting aspect in art retailing is that the cafe service attracts people who visit or do not visit ordinarily art galleries, but once at the Gallery, they find themselves in a comfortable environment with full of craft and pleasant ambience surrounded by them.

When people enjoy their food/ drink, they can also look at the art with no obligation to buy anything. However, the atmosphere would inspire the people to feel arts and crafts. So, the scope of work is to create such an atmosphere for the public to experience the "Craft Café" at Poompuhar Display -cum- Demonstration Centre at Malliyakarai, Salem.

6.2 Scope of Work

The Successful Bidder is required to conduct a thorough analysis of the existing cafeteria set up at Malliyakarai, Salem.

6.2.1 Craft Café Management

- 1) The successful bidder shall be responsible for setting up the café with suitable staffing, take-away, kitchen equipment, cutlery, tools, infrastructure, etc.
- 2) SUCCESSFUL BIDDER should operate and manage the Café and provide food and beverage services to the customers visiting the Café. The Café should be operated in an environmentally friendly manner and Craft Café premises should be classified as non-smoking area.
- 3) SUCCESSFUL BIDDER shall be required to design and decorate the Cafe at their own cost in line with the theme and in accordance with the designs to be decided by TNHDC.
- 4) SUCCESSFUL BIDDER at their cost should prepare, serve and supply vegetarian snacks / food, beverages and light refreshment at the area of the Café.
- 5) SUCCESSFUL BIDDER shall ensure that the Café do not give rise to pollutants that will affect the environment of the Café.
- 6) SUCCESSFUL BIDDER shall ensure that the Café Area is kept clean and tidy and offer a pleasant ambience at all times.
- 7) SUCCESSFUL BIDDER shall thoroughly clean the kitchen and other food preparation areas frequently. The eating tables shall be cleaned then and there.
- 8) SUCCESSFUL BIDDER shall ensure that no liquor is permitted to consume within the Craft Café
- 9) SUCCESSFUL BIDDER shall procure all raw materials, ingredients, consumables, cleaning materials, packaging materials, LPG (if applicable), and other operational requirements at the agency's own cost.
- 10) SUCCESSFUL BIDDER shall maintain proper records of procurement, stock, production, sales, inventory, wastage, and revenue, and producing such records for inspection.
- 11) SUCCESSFUL BIDDER shall, at his / her own cost and responsibility, obtain, maintain, and renew all statutory licences, registrations, permits, and approvals required for the operation of the craft cafe throughout the contract period.
- 12) SUCCESSFUL BIDDER shall ensure that food is prepared and served strictly in accordance with the standards prescribed under the Food Safety and Standards Act, 2006, FSSAI Regulations, and other applicable.

6.2.2 Business Hours

The SUCCESSFUL BIDDER shall run the Café business for 7 days a week from 7:00 am to 10:00 pm, however, SUCCESSFUL BIDDER shall adjust the working hours based on the people trend. SUCCESSFUL BIDDER shall keep the premises open at all times during the Business hours. Any suspension of the business for a period more than 2 consecutive days without prior consent of TNHDC, TNHDC shall constitute a material breach of this agreement and determine further action.

6.2.3 Use of Café area

The SUCCESSFUL BIDDER shall conduct Business only in the Café area 22'9"x 26' 6", Kitchen area 10'6" x 17'9", Serving area 11'5" x 10' and Store room 11'4" x 7'6" as specified by the TNHDC in writing and shall not use, cause, suffer or permit to be used the premises or any part thereof as sleeping area or domestic premises or for any other purpose. SUCCESSFUL BIDDER shall maintain the Café area neat and tidy to ensure satisfaction of the customers.

6.2.4 Firefighting equipment

The SUCCESSFUL BIDDER shall install and maintain in proper and serviceable condition, the fire fighting equipment at the suitable places within the Craft Café and comply with the regulations issued by the Fire Service Department.

6.2.5 Customer Care

1. The staff of the SUCCESSFUL BIDDER shall be required to exhibit at all time the necessary knowledge, skills, attitude and behaviour so as to deliver high quality customer services.
2. All the staff of the SUCCESSFUL BIDDER are required to;
 - a) wear uniform including name badges in a prominent position at all time
 - b) be tidily dressed
 - c) treat customers with courtesy and respect
 - d) be friendly, welcoming and helpful
 - e) deal with customers promptly and politely
 - f) show patience, understanding and sensitively dealing with customers' problems
 - g) project a positive image of the Craft Café of TNHDC
3. SUCCESSFUL BIDDER must establish expedient, fair and equitable means to promptly and properly deal with all complaints from customers and other referring bodies.
4. The SUCCESSFUL BIDDER shall study about consumer trends/patterns/current behaviour and shall maintain a valid repository of customer feedback for TNHDC to precisely ascertain their needs. Such information shall be analysed and suitable recommendations shall be given to enable TNHDC for improving its products and services.
5. The SUCCESSFUL BIDDER should promptly respond to customer feedback, be it positive appreciation or complaints. The SUCCESSFUL BIDDER is expected to provide a quick work around to avert any disappointment and to analyse the root cause of the issue to prevent future occurrences of the same problem. Documentation and planning for risks/issues and their regular maintenance would be mandatory on the SUCCESSFUL BIDDER part.

6.2.6 Collection and Disposal of garbage and litter

The SUCCESSFUL BIDDER shall provide and keep in good and hygienic dust bins in such numbers and shall collect all garbage and litter therein. SUCCESSFUL BIDDER shall arrange removal and disposal of all garbage and litter at frequent intervals during business hours. If TNHDC in its reasonable opinion considers that the SUCCESSFUL BIDDER has failed to satisfactorily clean any part thereof or remove/ dispose garbage/ litter, TNHDC at its discretion may take suitable action.

6.2.7 SUCCESSFUL BIDDER 's Warranties and Undertakings

- 1) Craft Café should cater only vegetarian dishes and beverages hygienically prepared in sufficient variety and quantity to reasonably necessary to satisfy the demand of customers.
- 2) Cooking equipment shall be sufficiently stocked at all times and all expenses that may be incurred in such provision, stocking, installation, operation and maintenance shall be borne by SUCCESSFUL BIDDER.
- 3) SUCCESSFUL BIDDER shall provide, install and maintain all fixtures, movable furniture, furnishings and equipment including counters, stands, lighting, floor mats and protective floor covering and such security fitting necessary for the efficient conduct of the Business.
- 4) SUCCESSFUL BIDDER shall furnish all equipment brought by SUCCESSFUL BIDDER and additional fitting necessary for the efficient operation of the Business. All SUCCESSFUL BIDDER items shall comply with the design and safety standard as specified in open Standards governed by India for quality and safety.
- 5) Hygienic drinking water shall be supplied to the customers free of charge.
- 6) Any over-heating or re-heating of food should be strictly avoided.
- 7) SUCCESSFUL BIDDER shall not stock, sell or provide any cigarettes, cigars or tobacco products as well as alcoholic liquors whatsoever and shall ensure strict adherence with the statutory provisions Government of Tamil Nadu. No Smoking/no alcohol sign boards should be displayed at the prominent places.
- 8) SUCCESSFUL BIDDER shall not cause or permit any part of the Café Area to be used for gambling or for any illegal or immoral or improper activities.
- 9) The animals/pets shall not be permitted in the Café Area or any part thereof. Precautions shall be taken up to the reasonable satisfaction of customers to prevent the Café Area or any part thereof from becoming infections.

6.3 Review and Monitoring

The Successful Bidder shall be accountable to the TNHDC for the successful completion of the work, for which TNHDC will hold a periodical review meeting (15 days once) during the work-in-progress. The SUCCESSFUL BIDDER should attend the meeting without fail and report the progress to TNHDC. The decisions made during the review shall be strictly adhered to by the SUCCESSFUL BIDDER for the timely completion of the job.

6.4 Other Clauses

Please refer to the important clauses like Delivery Schedule, Payments and Taxes, Service Level Agreement (SLA), Penalties, Exit Clause, etc., in the Contract.

Annexure-1 Successful Bidder 's covering letter
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(Letter should be submitted in Successful Bidder s' Letter Head)

Letter ref.: _____ dated _____

To,
The Managing Director
Tamil Nadu Handicrafts Development Corporation Ltd
759 Anna Salai, Chennai – 600 002

Dear Sir,

Sub: Undertaking for "Running of a "Craft Café" at Malliyakarai, Salem"
– Reg.

Ref: Tender Reference _____

1. We have examined the "Running of a "Craft Café" at Malliyakarai, Salem" as specified in the Tender. We undertake to meet the requirements and provide the services as set out in the Tender document.
2. We attach our Tender Document, Technical Bid, and Price Bid in separate covers and placed inside an outer cover as required by the Tender conditions, both of which together constitute our proposal, in full conformity with the said Tender.
3. We have read the provisions of this Tender and confirm that these are acceptable to us. We further declare that additional conditions and deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed.
5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date of bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and TNHDC.
6. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to TNHDC, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead TNHDC as to any material fact.
7. We agree that TNHDC is not bound to accept the lowest or any Bid that may receive. We are also aware that you reserve the right in an absolute sense to reject all of the products/services specified in the bid response without assigning any reason whatsoever.
8. I hereby confirm that I am entitled to act on behalf of our organisation and empowered to sign the Bid document as well as such other documents. The Power of Attorney/ Letter of Authorisation required in this connection is enclosed in the Technical Bid.

Signature of the Authorised Signatory of Tender:

Name of Authorised person:

Designation of Authorised person

Name and Address of Successful Bidder :

Stamp of Successful Bidder :

Annexure-2 Contract Terms

(To be executed on a Rs. 100/- Stamp paper by the Successful Bidder)

This Contract entered into this _____ day of _____ at Chennai between;

The Tamil Nadu Handicrafts Development Corporation Ltd, having its Registered Office at 759 Anna Salai, Chennai-600 002, hereinafter referred to as TNHDC (Which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First part.

and

M/s. _____ having its Registered Office _____ hereinafter referred to as the SUCCESSFUL BIDDER(Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas TNHDC invited a Tender _____ "Running of a "Craft Café" at Malliyakarai, Salem" and the SUCCESSFUL BIDDER herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas TNHDC and the SUCCESSFUL BIDDER, in pursuance thereof, have arrived at the following terms and conditions.

A1. Definitions

For the purposes of this Contract, unless the subject or context otherwise requires, the following terms expressed shall mean as under.

1. "Day" means a calendar day
2. "Month" means English calendar month
3. "Applicable Law" means the Laws and any other instruments having the force of Law in Tamil Nadu as they may be issued and in force from time to time
4. "Services" means the work to be performed by the SUCCESSFUL BIDDER as per the Scope of Work described in the Tender
5. "Security Deposit" means the Security Deposit given by the SUCCESSFUL BIDDER to TNHDC for a percentage of the contract value and for a period specified in this Tender document from the date of signing of the contract and renewed whenever the contract is renewed.
6. "Contract" means this Contract entered into between TNHDC and SUCCESSFUL BIDDER
7. "Whole Documents" means the documents listed under Whole Documents with all its appendices and annexures and any amendments thereto made in accordance with the provisions of the Request for Proposal (RFP) - EoI document as the situation may deem necessary.
8. "Force Majeure" means an event that is unforeseeable, beyond the control of either party, and not involving the affected party's wilful fault or negligence and materially affecting its capacity to perform its obligations.
9. "Material Breach" means not submitting any deliverables, as mentioned in the Scope of Work, and not rectifying the default within the days of being notified of the default

10. Other terms used in the Contract but not defined under this shall have the same meaning as assigned to such terms under the Information Technology Act, 2000, and the Companies Act, 1956, as the case may be, as amended from time to time.

A2. Interpretations

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the TNHDC and the SUCCESSFUL BIDDER and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties with respect thereto made prior to the date of the Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised signatory of each party thereto.
- d) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

A3. Whole Documents

The following documents shall be deemed to form and be read and construed as part of this Contract.

- a) Tender Document in full issued by TNHDC
- b) Corrigenda, Clarifications, and Amendments issued by TNHDC for the Tender document
- c) Bid received from the SUCCESSFUL BIDDER
- d) Detailed proposal and final offer of the SUCCESSFUL BIDDER
- e) Notification of Award issued by TNHDC
- f) Purchase Order issued by TNHDC
- g) Correspondence made by both parties from time to time during the period of the contract.

A4. Contract Period

This Contract shall remain in force for the entire period of 3 years from the date of execution.

A5. Sub-lease

The awardee of the contract is not allowed to sub-lease the project to any other third party.

A6. Scope of Work

The Successful Bidder is required to conduct a thorough analysis of the existing cafeteria set up at Malliyakarai, Salem.

A.6.1 Craft Café Management

- 1) The successful bidder shall be responsible for setting up the café with suitable staffing, gift-wrapping stall, kitchen equipment, cutlery, tools, infrastructure etc.
- 2) SUCCESSFUL BIDDER should operate and manage the Café and provide food and beverage services to the customers visiting the Café. The Café should be operated in an environmentally friendly manner and Craft Café premises should be classified as non-smoking area.

- 3) SUCCESSFUL BIDDER shall be required to design and decorate the Cafe at their own cost in line with the theme and in accordance with the designs to be decided by TNHDC.
- 4) SUCCESSFUL BIDDER at their cost should prepare, serve and supply vegetarian snacks / food, beverages and light refreshment at the area of the Café.
- 5) SUCCESSFUL BIDDER shall ensure that the Café do not give rise to pollutants that will affect the environment of the Café.
- 6) SUCCESSFUL BIDDER shall ensure that the Café Area is kept clean and tidy and offer a pleasant ambience at all times.
- 7) SUCCESSFUL BIDDER shall thoroughly clean the kitchen and other food preparation areas frequently. The eating tables shall be cleaned then and there.
- 8) SUCCESSFUL BIDDER shall ensure that no liquor is permitted to consume within the Craft Café
- 9) SUCCESSFUL BIDDER shall procure all raw materials, ingredients, consumables, cleaning materials, packaging materials, LPG (if applicable), and other operational requirements at the agency's own cost.
- 10) SUCCESSFUL BIDDER shall maintain proper records of procurement, stock, production, sales, inventory, wastage, and revenue, and producing such records for inspection.
- 11) SUCCESSFUL BIDDER shall, at its own cost and responsibility, obtain, maintain, and renew all statutory licences, registrations, permits, and approvals required for the operation of the craft cafe throughout the contract period.
- 12) SUCCESSFUL BIDDER shall ensure that food is prepared and served strictly in accordance with the standards prescribed under the Food Safety and Standards Act, 2006, FSSAI Regulations, and other applicable.

A.6.2 Business Hours

The SUCCESSFUL BIDDER shall run the Café business for 7 days a week from 7:00 am to 10:00 pm, however, SUCCESSFUL BIDDER shall adjust the working hours based on the people trend. SUCCESSFUL BIDDER shall keep the premises open at all times during the Business hours. Any suspension of the business for a period more than 2 consecutive days without prior consent of TNHDC, TNHDC shall constitute a material breach of this agreement and determine further action.

A.6.3 Use of Café area

The SUCCESSFUL BIDDER shall conduct Business only in the Café area 22'9"x 26' 6", Kitchen area 10'6" x 17'9", Serving area 11'5" x 10' and Store room 11'4" x 7'6" as specified by the TNHDC in writing and shall not use, cause, suffer or permit to be used the premises or any part thereof as sleeping area or domestic premises or for any other purpose. SUCCESSFUL BIDDER shall maintain the Café area neat and tidy to ensure satisfaction of the customers.

A.6.4 Firefighting equipment

The SUCCESSFUL BIDDER shall install and maintain in proper and serviceable condition, the fire fighting equipment at the suitable places within the Craft Café and comply with the regulations issued by the Fire Service Department.

A.6.5 Customer Care

1. The staff of the SUCCESSFUL BIDDER shall be required to exhibit at all time the necessary knowledge, skills, attitude and behaviour so as to deliver high quality customer services.
2. All the staff of the SUCCESSFUL BIDDER are required to;
 - a) wear uniform including name badges in a prominent position at all time
 - b) be tidily dressed
 - c) treat customers with courtesy and respect
 - d) be friendly, welcoming and helpful
 - e) deal with customers promptly and politely
 - f) show patience, understanding and sensitively dealing with customers' problems
 - g) project a positive image of the Craft Café of TNHDC
3. SUCCESSFUL BIDDER must establish expedient, fair and equitable means to promptly and properly deal with all complaints from customers and other referring bodies.
4. The SUCCESSFUL BIDDER shall study about consumer trends/patterns/current behaviour and shall maintain a valid repository of customer feedback for TNHDC to precisely ascertain their needs. Such information shall be analysed and suitable recommendations shall be given to enable TNHDC for improving its products and services.
5. The SUCCESSFUL BIDDER should promptly respond to customer feedback, be it positive appreciation or complaints. The SUCCESSFUL BIDDER is expected to provide a quick work around to avert any disappointment and to analyse the root cause of the issue to prevent future occurrences of the same problem. Documentation and planning for risks/issues and their regular maintenance would be mandatory on the SUCCESSFUL BIDDER part.

A.6.6 Collection and Disposal of garbage and litter

The SUCCESSFUL BIDDER shall provide and keep in good and hygienic dust bins in such numbers and shall collect all garbage and litter therein. SUCCESSFUL BIDDER shall arrange removal and disposal of all garbage and litter at frequent intervals during business hours. If TNHDC in its reasonable opinion considers that the SUCCESSFUL BIDDER has failed to satisfactorily clean any part thereof or remove/ dispose garbage/ litter, TNHDC at its discretion may take suitable action.

A.6.7 SUCCESSFUL BIDDER 's Warranties and Undertakings

- 1) Craft Café should cater only vegetarian dishes and beverages hygienically prepared in sufficient variety and quantity to reasonably necessary to satisfy the demand of customers.
- 2) Cooking equipment shall be sufficiently stocked at all times and all expenses that may be incurred in such provision, stocking, installation, operation and maintenance shall be borne by SUCCESSFUL BIDDER.

- 3) SUCCESSFUL BIDDER shall provide, install and maintain all fixtures, movable furniture, furnishings and equipment including counters, stands, lighting, floor mats and protective floor covering and such security fitting necessary for the efficient conduct of the Business.
- 4) SUCCESSFUL BIDDER shall furnish all equipment brought by SUCCESSFUL BIDDER and additional fitting necessary for the efficient operation of the Business. All SUCCESSFUL BIDDER items shall comply with the design and safety standard as specified in open Standards governed by India for quality and safety.
- 5) Hygienic drinking water shall be supplied to the customers free of charge.
- 6) Any over-heating or re-heating of food should be strictly avoided.
- 7) SUCCESSFUL BIDDER shall not stock, sell or provide any cigarettes, cigars or tobacco products as well as alcoholic liquors whatsoever and shall ensure strict adherence with the statutory provisions Government of Tamil Nadu. No Smoking/no alcohol sign boards should be displayed at the prominent places.
- 8) SUCCESSFUL BIDDER shall not cause or permit any part of the Café Area to be used for gambling or for any illegal or immoral or improper activities.
- 9) The animals/pets shall not be permitted in the Café Area or any part thereof. Precautions shall be taken up to the reasonable satisfaction of customers to prevent the Café Area or any part thereof from becoming infections.

A7. Review and Monitoring

The Successful Bidder shall be accountable to the TNHDC for the successful completion of the work, for which TNHDC will hold a periodical review meeting (15 days once) during the work-in-progress. The SUCCESSFUL BIDDER should attend the meeting without fail and report the progress to TNHDC. The decisions made during the review shall be strictly adhered to by the SUCCESSFUL BIDDER for the timely completion of the job.

A8. Revenue sharing to TNHDC

- 1) The BIDDER shall earn any revenue through "Craft Café"; the minimum quoted guarantee revenue share amount shall be paid to TNHDC on monthly basis and the same shall be reconciled during the financial year end.
- 2) The share amount shall be paid to TNHDC every month based on the monthly revenue earned by the BIDDER. The share amount shall be deposited by the BIDDER in TNHDC's designated Bank Account within 10th day of every month failing which LD clause will be applied. The minimum guaranteed amount and revenue sharing percentage based on the Total Revenues quoted by the BIDDER and as agreed in the Tender is given below:

Cost Head	Minimum Threshold Base (Excluding Taxes)	Value/ Percentage (%) offered by the Bidder
Café Monthly Rent	10,000/-	Not less than <Rs.10,0000
Café revenue	20.00%	Not less than 20.00 %

- 3) The minimum total revenue should be Rs.50,000/- per month for both, irrespective of transactions.
- 4) There will be a 5% escalation of revenue for every year.
- 5) The Taxes as applicable shall be collected along with the bills from the customers. The BIDDER shall have full and exclusive liability for payment of all Taxes and other statutory payments to the respective statutory authorities payable under any or all of the Statutes, Laws, Acts, etc., as amended from time to time.

A.9. Record Keeping and Billing

- 1) BIDDER shall issue bill for all payments by customers and to retain a copy of each such receipts. Multiple payment modes like credit cards, debit cards and all such other internationally recognised card payments shall be supported.
- 2) BIDDER shall keep and maintain proper books of account including ledgers, supporting vouchers, receipts etc. and other records/documents in respect of the business of the Café.
- 3) BIDDER shall allow TNHDC officials/staff to access the records/document for verification if needed. BIDDER should deploy an IT System for the purpose of billing and enable access to TNHDC for monitoring the financial transactions.
- 4) BIDDER shall have the full and exclusive responsibility for remittance of Taxes, fees, charges, and other impositions to the respective Tax authorities.

A.10. License, Permit, Certificate

- 1) This contract does not confer any exemption from all licensing requirements pertaining to the Business. The BIDDER shall apply to the respective Authorities to obtain or renew, as the case may be, all licences, permits and certificates required by the State/Central Laws in India for the operation of this Business. The BIDDER shall not make any claim of any kind whatsoever against the TNHDC in the event of the BIDDER's failure or inability for any reason to obtain or renew any such licences, permits or certificates. The BIDDER shall not provide any service or sale of any food and non-food items for which any licence, permit and/or certificate is so required by Law.
- 2) Since it will necessarily take time for the relevant Authorities to issue requisite licence, permit, certificate, the BIDDER agrees and accepts that there will be no abatement or reduction of the share amount payable to TNHDC.
- 3) The BIDDER shall observe and comply with the conditions of any Licence, Permit, Certificate issued to the BIDDER in relation to the performance of the Contract.

A.11. Severability

- 1) In the event that any provisions of the agreement or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal or otherwise howsoever unenforceable under any applicable Laws of State/Central Governments in India, such provision or such part of such provisions, as the case may be, to but only to the extent required by such Law, shall be severed from this contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.
- 2) If at any time any one or more provisions hereof shall be adjudged to be invalid or illegal in any respect under any applicable Laws in State/Central Government in India, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.
- 3) Where, however, the provisions or any such applicable Law of State/Central Government in India may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that the agreement shall be valid, binding and enforceable in accordance with its terms and conditions.

A.12. TNHDC owned property

When TNHDC owned property either land or material is provided to the BIDDER under this agreement, the BIDDER shall be responsible for the due return of all such property to TNHDC. Should any such property be lost or damaged as a result of the BIDDER's action or inaction while in the possession or control of the BIDDER or his servants, agents or contractors, the BIDDER shall surrender the property at the BIDDER's own cost.

A.13. Force Majeure

Neither TNHDC nor the BIDDER shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a) any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

A.14. Liquidated Damages (LD)

In the event of non-fulfilment of Tender conditions/agreement terms by the BIDDER, a Liquidated Damage at the rate of 1% (One percent) per week on the total revenue share payable to TNHDC will be levied subject to a maximum of 5% (Five percent). The Liquidated Damages amount will be deducted from the Bank Guarantee executed by the BIDDER subject to the discretion of TNHDC. In such occasions, the BIDDER should top up the Bank Guarantee with the amount equivalent to the LD.

A.15. Indemnity

BIDDER shall cover comprehensive insurance for damage by fire or accidents. In the event of any of the BIDDER employees/staff suffering any injury/fatal in the course of or arising out of this agreement, the BIDDER shall have the full responsibility for the settlement of compensation to the property as well as the employees/staff. The BIDDER undertakes to indemnify such compensations to TNHDC in writing.

A. 16. Non-obstruction to TNHDC Goods

The BIDDER shall not obstruct the movement of goods from the Poompohar showroom to the two godowns (and vice versa) located adjacent to the kitchen of Craft Cafe. The movement of goods will mostly be done in lean hours only.

A.17. Notices

Any notice from one party to the other given or required to be given hereunder shall be given by either:

- 1) Mailing the same by registered mail, postage prepaid, return receipt requested; or

- 2) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

A 18. Termination of Contract

A18.1 Termination for default

- 1) TNHDC may, without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, send to the SUCCESSFUL BIDDER, terminate the contract in whole or in part;
 - (i) If the SUCCESSFUL BIDDER fails to deliver any or all of the goods/services within the period specified in the Contract, or fails to supply the items/services as per the Delivery Schedule or within any extension thereof granted by TNHDC; or
 - (ii) If the SUCCESSFUL BIDDER fails to perform any of the obligations under the contract, or
 - (iii) If the SUCCESSFUL BIDDER, in the considered judgement of TNHDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- 2) In the event TNHDC terminates the Contract in whole or in part, TNHDC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those delivered, and the SUCCESSFUL BIDDER shall be liable to TNHDC for any additional costs for such similar goods/services.

A18.2 Termination for Insolvency

The TNHDC may at any time terminate the Contract by giving written notice with a notice period of 30 days to the SUCCESSFUL BIDDER, if the SUCCESSFUL BIDDER becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SUCCESSFUL BIDDER, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNHDC.

A18.3 Effects of Termination

- 1) In the event of termination of this Contract by the TNHDC, the compensation payable to the SUCCESSFUL BIDDER will be decided in accordance with the Terms of Payment for the milestones completed by the SUCCESSFUL BIDDER and duly accepted by TNHDC.
- 2) Upon issuance of notice for termination of this Contract by TNHDC, the Parties shall mutually agree upon a transition plan and comply with such a plan. The SUCCESSFUL BIDDER agrees to extend full cooperation and support during the transition process.
- 3) In the event of termination, before expiry of the Contract or otherwise, SUCCESSFUL BIDDER agrees to return all the data, documents, reports, and other assets provided by TNHDC for the purpose of fulfilling the finalised Scope of Work.

A19. Fraudulent Practice

The SUCCESSFUL BIDDER represents and undertakes that the SUCCESSFUL BIDDER has not given or promised to give directly or indirectly to any person in TNHDC, the bribes or the SUCCESSFUL BIDDER involved in fraudulent practices in obtaining the Contract. Any breach of this undertaking by SUCCESSFUL BIDDER or anyone employed by them entitles TNHDC to terminate the Contract either wholly or in part and recover from SUCCESSFUL BIDDER any loss arising from such termination without any entitlement or compensation to SUCCESSFUL BIDDER. The TNHDC will blacklist the SUCCESSFUL BIDDER from bidding on any Tender of TNHDC for a minimum period of one year. A decision of TNHDC to the effect of breach of the undertaking shall be final and binding on SUCCESSFUL BIDDER.

A20. Co-operation

The TNHDC will provide all the necessary information, data, and reports needed by the SUCCESSFUL BIDDER in time and manner for fulfilling the contractual obligations. The TNHDC will grant necessary consents, approvals, authorisations, and communication with external agencies from time to time as needed by the SUCCESSFUL BIDDER. The TNHDC will provide replies within a reasonable timeframe, on all requests and queries submitted by SUCCESSFUL BIDDER to carry out the obligations.

A16. Severability
If for any reason whatever, any provision of this Contract is or becomes invalid, illegal or unenforceable or is so declared by any Honourable Court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

A21. Limitation of Liability

The aggregate liability of the SUCCESSFUL BIDDER under this Contract or otherwise in connection with the work to be performed hereunder shall in no event exceed the contract price.

A22. Refund of SD

The Security Deposit will be refunded to the SUCCESSFUL BIDDER upon successful completion of the Contract. Such completion would be determined when the Contractual obligations are fulfilled as per the Contract terms and fulfilment of Work Orders issued by TNHDC from time to time.

A23. Intellectual Property Rights (IPR)

- 1) The ownership and IPR of the deliverables made under this Contract would always rest with the TNHDC. The ownership and IPR of the Proprietary tools and/or other tools used by the SUCCESSFUL BIDDER or third party or parties for the purpose of design, development, and making the deliverables would always rest with the respective parties.
- 2) In relation to any inventions, discoveries, or other Intellectual Property Rights, the SUCCESSFUL BIDDER shall make full and complete disclosure to the TNHDC, including any or all information in the SUCCESSFUL BIDDER's possession relating to their IPR/patentability if any.
- 3) Notwithstanding anything contrary contained herein, the SUCCESSFUL BIDDER shall defend, indemnify and hold harmless the Tamil Nadu Handicrafts Development Corporation or its employees or its affiliates against any suit or claim brought by a third party that a possession or use of software,

programs, hardware, materials or documents infringes such third parties Intellectual Property Rights or its misuse of its confidential information by the SUCCESSFUL BIDDER.

A24. Notices

1. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed sufficiently served if delivered by any of the following methods:
2. Registered Mail: Sent by registered post, postage prepaid, with return receipt requested.
3. Recognized Courier: Delivered by a reputable courier service, with written acknowledgment of receipt.
4. Electronic Mail: Sent via email to the designated email addresses specified by the Parties, provided a "delivery receipt" or read confirmation is generated.
5. Any such notice shall be deemed to have been effectively served:
6. If sent by registered mail: On the date it would be delivered in the ordinary course of post.
7. If delivered by courier: On the actual date of signed acknowledgment of receipt.
8. If sent by email: On the date of successful transmission, provided no delivery failure notification is received.

A25. Exit Clause

- 1) At the time of expiry of the contract period, as per the contract between the parties, the SUCCESSFUL BIDDER should ensure a complete knowledge transfer by their deployed professional to the TNHDC staff within a period of 2 weeks.
- 2) The SUCCESSFUL BIDDER at the time of exit shall submit all information relating to the services rendered, including but not limited to documents, records, configuration, bugs/errors, and its resolutions relating to the services reasonably necessary to TNHDC or any other agency identified by TNHDC to carryout due diligence in order to transition the provision of services or any other agency identified. All properties provided by the TNHDC shall be returned. Any authorisations or letters issued by TNHDC for using the name of TNHDC in the field shall be null and void.
- 3) The updated contents or programs created under the contract shall be the property of TNHDC and should be handed over by the SUCCESSFUL BIDDER to TNHDC before the exit of the contract. The SUCCESSFUL BIDDER shall not retain any copy of programs or contents in any form, and a declaration to this respect shall be given by the SUCCESSFUL BIDDER to TNHDC.

In Witness whereof, the parties hereto have signed on the day, month, and year above written in the presence of

For and on behalf of
SUCCESSFUL BIDDER

For and on behalf of TNHDC

Witness:

Witness:

Witness:

Witness:



Request for Proposal (RFP) – EoI

Running of a "Craft Café" at Malliyakarai, Salem

Tender Ref.: TNHDC/542/DC/26-27

Technical Bid (Envelope-B)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone:(044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: tamilnaduhandicrafts@yahoo.co.in

Technical Bid (Envelope-B)

T1. Earnest Money Deposit details

#	Descriptions	Please fill up the details
1.	Name of the Bank	
2.	Transaction Number	
3.	Transaction Date	
4.	Transaction Amount	

T2. Successful Bidder's Bank Account Details

#	Descriptions	Please fill up the details
1.	Bank Name	
2.	Branch Name and address	
3.	Account No.	
4.	IFSC code	
5.	MICR code	

T3. Furnish details for meeting the Eligibility Criteria

T3.1 Successful Bidder's Legal Status

#	Description	Please fill up the details
1.	Name of the Successful Bidder	
2.	Legal Status (Company/ Partnership/ Proprietary-ship)	
3.	Certificate of Registration or Firm Registration no. and date	
4.	Registered office address, contact person, Personal Telephone No. and Email	
5.	Authorised Signatory of Tender	
	Name	
	Designation	
	Office Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Letter of Authorisation or Power of Attorney to sign and submit the Tender	
6.	Permanent Account Number (PAN) details and enclose copy	
7.	Please furnish GST registration no. and date and enclose copy	

T3.2 Successful Bidder's Overall Experience

#	Description	Please fill up the details
1.	No. of years in canteen, cafeteria, hotel & restaurant	From Year: _____ To Year: _____ No. of Years: _____
2.	Please furnish details of work orders executed in food business	
3.	Customer name	
4.	Project name	
5.	Work Order or Agreement reference	
6.	Project status	
7.	Enclose copy of the Work Order or Agreement	
8.	FSSAI certificate no	Valid From Year: _____ To Year: _____

T3.3 Successful Bidder's relevant experience

#	Description	Work Order-1	Work Order-2	Work Order-3
1.	Customer name			
2.	Project name			
3.	Project description			
4.	Geographical spread			
5.	Value of the order			
6.	Work Order reference			
7.	Current status of the project			
8.	Enclose copies of the Work Order			

T3.4 Successful Bidder's Annual Turnover

#	Description	Please fill up the details
1.	Year 2022-2023	
2.	Year 2023-2024	
3.	Year 2024-2025	
4.	Average Annual Turnover for the last 3 Audited Financial Years	
5.	Please enclose Auditor's Certificate with IT return, Annual Report and Profit & Loss statement for the above Audited Financial years	

T3.5 Successful Bidder's local Office details

#	Description	Please fill up the details
1.	Successful Bidder's local office address in Chennai/Salem	
2.	Name of the local representative and contact details	
3.	Copy of the Chennai/Salem office landline phone bill/ rent agreement/ rent receipt	

Signature of the Authorised Signatory of Tender:

Name of Authorised person:

Designation of Authorised person

Name and Address of Successful Bidder:

Stamp of Successful Bidder:



Request for Proposal (RFP) – EoI

Running of a "Craft Café" at Malliyakarai, Salem

Tender Ref.: TNHDC/542/DC/26-27

Price Bid (Envelope-C)

The Tamil Nadu Handicrafts Development Corporation Ltd (TNHDC)

759 Anna Salai, Chennai – 600 002

Phone:(044) 2852 1271/1325/5094

Fax: (044) 2852 4231

Email: tamilnaduhandicrafts@yahoo.co.in

Price Bid (Envelope-B)

Non- Refundable Deposit

The H1 Successful Bidder shall remit a non-refundable deposit of Rs. 5,00,000/- (Rupees Five Lakhs Only) or the higher actual amount quoted below, whichever is greater. Under no circumstances or contractual defaults shall this deposit be refunded or adjusted.

Amount quoted as Non-Refundable Deposit: _____

Revenue Sharing amount with TNHDC

Cost Head	Minimum Threshold Base (Excluding Taxes)	Value/ Percentage (%) offered by the Bidder
Café Monthly Rent	10,000/-	
Café revenue	20.00%	

The SUCCESSFUL BIDDER shall ensure that the Craft Café monthly rent and share of the Café revenue shall be as per the value quoted / percentage above.

Signature of the Authorised Signatory of Tender:

Name of the Authorised Signatory:

Designation:

Name and Address of Bidder:

Stamp of bidder