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## Expression of Interest (EOI)

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### Empanelment of Poompuhar e-Commerce operator / aggregator

**Tender Ref.: TNHDC/IT/805/21-22**

EOI Tender Document

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**The Tamil Nadu Handicrafts Development Corporation Ltd  
(TNHDC)**

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| <b>Disclaimer</b> |
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This Expression of Interest (EOI) Tender is not an offer or solicitation by TNHDC to the prospective Bidders or any other party. The purpose of this Tender is to provide prospective bidders with information to assist in the formulation of their proposals according to this Tender. This Tender contains an outline of work to the Scope of Work and does not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all parties and TNHDC can't consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. Each Bidder should conduct due diligence, check the accuracy, adequacy, correctness and completeness of the information contained in this Tender and get independent advice from TNHDC or appropriate sources.

This Tender process will be governed by “The Tamil Nadu Transparency in Tenders Act 1998” and “The Tamil Nadu Transparency in Tenders Rules, 2000” with the latest amendments. It is the responsibility of the Bidders to ensure that they submit all the required supporting documents to prove their eligibility and technical qualification as required by the tender.

## 1. Introduction

The Tamil Nadu Handicrafts Development Corporation Limited (TNHDC) was incorporated as a Public Limited Company on 26.07.1973. Popularly known as “Poompuhar”, Poompuhar commenced its business from 01.08.1973. Its vision is to reach out to the world and to showcase the hard work done by artisans in producing exquisite handcrafted products in brass, bronze, wood, stone, etc. The objectives of Poompuhar are as follows:-

- To upgrade the skills of artisans by imparting appropriate training.
- To improve the productivity of artisans.
- To improve the quality of handicrafts produced.
- To minimise the human drudgery involved in the production process.
- To minimise/eliminate occupational hazards.
- To encourage innovation in design concepts.
- To provide socio-economic security for craftsmen.
- To document and record the details of the handicrafts that are produced in the State.
- To provide marketing services to the artisans of Tamil Nadu.

The TNHDC aims to encourage and hone the talent of Artisans by training them, helping them improve their product quality and providing them social security by marketing their products. The TNHDC build the capacities of the Artisans and help them to cater to the changing demands of consumers. It also helps nurture traditional culture, make these ancient arts and crafts flourish. More details about the Corporation may be understood by visiting our websites [www.poompuhar.com](http://www.poompuhar.com)

## Products

We have wide variety of handcrafted products collections include a lot of designs and statues made from a variety of materials like Swamimalai Bronze, Brass, Copper, Tanjore paintings, Thanjavur Art Plate ,Wood Carvings, Stone Carvings, Toda Embroidery, Temple jewellery , Pathamadai Mats, Terrocotta , Swamimalai Bronze Icons, Thanjavur Dolls, Karupur kalamkari painting, Thajavur Pith Work, Arumbavur Wood Carving.

The Geographical Indication Registry has issued Geographical Indication tag to the following Tamil Nadu handicrafts through Poompuhar.

- Nachiarkoil Lamps
- Pathamadai Mats
- Toda Embroidery (The Nilgris)
- Mamallapuram Stone Carving
- Swamimalai Bronze Icons
- Temple jewellery of Vadaseri
- Thanjavur Art Plate
- Thanjavur Paintings
- Thanjavur Dolls
- Kallakurichi Wood Carving
- Karupur kalamkari painting
- Thajavur Pith Work
- Arumbavur Wood Carving

## **Showrooms**

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Poompuhar provides marketing assistance to craft persons by selling their products through its 12 showrooms and sales outlets located at Chennai City, Chennai Airport, Vandaloor Zoo, Egmore Museum, New Delhi, Kolkata, Kevidia in Gujarat, Coimbatore, Erode, Salem, Thanjavur, Tiruchirapalli, Madurai, Tirunelveli, Kanyakumari, Swamimalai and Mamallapuram.

## **Virtual Reality of Poompuhar Showrooms**

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The Poompuhar created a Virtual Reality of Poompuhar Showrooms and it was established in the year 2020. The customers can view Poompuhar handicraft products in 3D, pick up those products using virtual hands, give hectic feedback and also permit them to purchase the product online, e-commerce portal. This virtual reality Poompuhar showroom can be mobilized any locations like Chennai Airport, malls, events, etc.,

## **Exhibitions**

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Poompuhar organizes Handicrafts exhibitions - cum - sale all over the country including important cities and towns in Tamil Nadu, including Gandhi Shilp Bazaars and crafts bazaars, where artisans from all over the country are invited.

In addition to the above, Poompuhar has been organizing Theme based exhibitions and Special exhibitions during important festivals as an annual feature. Poompuhar will also participate in international exhibitions and fairs.

## **Production Centres**

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Poompuhar has 7 Production Centres located at Nachiarkoil (traditional brass lamps), Madurai (brass lamps and brass art wares), Vagaikulam (brass Malabar lamps and other lamps), Swamimalai (bronze icons), Thanjavur (Thanjavur art plates), Kallakurichi (sandalwood carvings) and Mamallapuram (stone carvings).

## **Government Authorization**

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The government have declared Poompuhar as an “Optional Procurement Agency” by a notification under clause (f) of section 16 of the Tamil Nadu Transparency in Tenders Act, 1998 for all Government departments and agencies which is facilitating Poompuhar in getting a large number of orders without participation of Tender.

## **About tender**

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The Corporation hereby has decided to empanel the e-commerce sales service provider / management team to help Poompuhar in improving its business through their online e-commerce sales portal by which artisan benefited and to uplift their livelihood.

## **2. Tender Process**

- 1) The project will be implemented through an organisation that is ready to promote the Poompuhar products through its online e-commerce sales portal. The credentials of the organisations will be evaluated and qualified organisations Bids will be evaluated through a two-stage process namely;



Stage-1: The current Tender is only an Expression of Interest (EOI). The EOI Bidders will be selected as per the pre-qualification criteria set out in this EOI Tender document. Based on the Stage-1 qualified bidder will be eligible for Stage -2.

Stage-2 The bidders technically qualified on the stage-1 should undergo the Stage-2 process based on the work experience, presentation, demo, strategy and innovative given to TNHDC and will be finally selected and empanelled as Poompuhar e-Commerce Sales Service provider / Management.

- 2) The Technical Presentation should have following contents:
- Previous experiences of the similar project implemented & challenges faced during implementation.
  - Requirement of the department/ client for which the project was executed.
  - Demonstration of project implementation strategies, plan & timelines.
  - Payment settlement plan.
  - Any other relevant information as per scope of work.

### 3. Tender Schedule

|    |  |  |
|----|--|--|
| 1. | EOI inviting Authority, Designation and Address                  | The Managing Director<br>Tamil Nadu Handicrafts Development Corporation Limited<br>759 Anna Salai, Chennai – 600 002<br>Phone:(044) 2852 1271/1325/5094<br>Fax: (044) 2852 4231<br>Email: <a href="mailto:tamilnaduhandicarfts@yahoo.co.in">tamilnaduhandicarfts@yahoo.co.in</a> |
| 2. | EOI Reference  | TNHDC/IT/805/21-22   |
| 3. | Name of the Work   | EOI for Empanelment of Poompuhar e-Commerce operator / aggregator  |
| 4. | EOI documents available place and the due date for obtaining EOI | EOI documents can be downloaded free from websites <a href="http://www.poompuhar.com/tnhdc">www.poompuhar.com/tnhdc</a> and <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> .   |

|    |   |   |
|----|---|---|
| 5. | Earnest Money Deposit                                 | Rs. 25,000/- (Rupees twenty five thousand only) |
| 6. | Pre-Bid meeting date, place and time                  | 12.04.2022 at 4.00 PM                           |
| 7. | Due date and time for downloading the tender document | 26.04.2022, up to 1.00 PM                       |
| 8. | Date, Time and Place of EOI downloading               | 26.04.2022, up to 2.00 PM                       |
| 9. | Date, Time and Place of EOI opening                   | 26.04.2022, up to 3.00 PM                       |

#### 4. Eligibility Criteria

The Bidders should meet the following Eligibility Criteria to participate in the EOI Tender process and should ensure that they submit all the required documents as specified in the EOI document without fail. Bids received without supporting documents for the various requirements mentioned in the EOI document are liable for rejection immediately. The Bidders should meet the following Eligibility Criteria to participate in the Tender and should enclose supporting documents for fulfilling the Eligibility in the Technical Bid.

| #  | Minimum Eligibility Criteria  | Supporting documents to be submitted for fulfilling the Eligibility Criteria   |
|----|---|--|
| 1. | The bidder shall submit the bid as Sole Bidder.<br>Bidder should be an organization registered under the Companies Act 1956 or a Partnership Firm in India. | a) Copy of the Certificate of Incorporation or copy of the Firm Registration or any relevant registrations as the case may be.<br>b) Copy of the Permanent Account Number (PAN)<br>c) Copy of the GST registration |
| 2. | Bidder should possess the experience of e-Marketing / digital marketing / Operational Management for implementing the proposed project.                     | Relevant copy of the documents should be produced at the time of bidding.  |

| #  | Minimum Eligibility Criteria  | Supporting documents to be submitted for fulfilling the Eligibility Criteria   |
|----|---|--|
| 3. | Bidder should have knowledge to deal for sales the novelties and gift souvenir items in the e-commerce sales portal.  | Relevant copy of the documents should be produced at the time of bidding.  |
| 4. | Bidder should have experience with the following criteria.<br>a) A project engaged in development / customization and implementation of at least one project for any Government Organization in Tamil Nadu/Private.<br>b) Prior Project Experience in implementing (implemented or in progress) at least one web based & app based ecommerce portal / ecommerce operation.<br>c) Both projects should have a valued work order. | Bidder should submit a copy of the Work Order or Contracts for the execution of the project.   |
| 5. | Bidder should have an average Annual Turnover of R.10,00,000 and Audited at least last 3 financial years.   | Bidder should submit Copy of audited financial statements or Certificate from the Statutory auditor / CA Certificate clearly specifying the annual turnover for the specified years. |
| 6. | Bidder should not have been black-listed by any of the Government Organisations in India.   | Bidder should submit a self-declaration on the Bidder's letterhead.  |

## 5. Instruction to the Bidder

The Bidding organisation for Poompuhar e-commerce sales services will be uniformly called "VENDOR".

### 5.1 Language of the Bids

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

## **5.2 Letter of Authorisation**

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In case of the organisation is submitting the Bid, a letter of Authorisation from the Board of Directors or Managing Director or Power of Attorney should be submitted in the EOI Bid for the authorised signatory of the Tender. The Bids received without the Letter of Authorisation or Power of Attorney will be summarily rejected.

## **5.3 Clarifications and Amendments**

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Prospective bidders requiring any clarifications in the EOI Tender may notify TNHDC by letter, Fax or Email as given in the Tender Events. TNHDC will respond to any request for clarifications in the Tender received 48 hours before the opening of the EOI Tender. Before opening the Bids, clarifications and amendments if any will be notified in the websites mentioned in the Tender Events. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the opening date of this EOI Tender. TNHDC will not make any individual communication and will not be responsible on account of the Bidder's failure to update the EOI Bids documents based on amendments and corrigenda published on the website.

## **5.4 Contacting the Tender Inviting Authority**

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Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and before the selection of EOI Qualified Bidders and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

## **5.5 Tender Cost**

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Bidders should bear all costs associated with the preparation and submission of Bids. TNHDC will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the EOI bidding process.

## **5.6 Preparation of EOI Cover**

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- 1) An authorisation letter / Power of Attorney to sign the EOI Tender document should be submitted. The Bids received without an Authorisation letter or Power of Attorney will not be considered for further

processing.

- 2) All the supporting documents for fulfilling the Prequalification criteria as specified in the Tender should be signed by the authorised signatory of tender and stamped on all pages and should be submitted. No document would be allowed to be supplemented/exchanged after the opening of the bids. The supporting documents shall establish Bidder's Prequalification otherwise the Bid will be rejected.
- 3) The EOI Bid is meant for technical inputs in the marketing strategy to Poompuhar and hence the EOI Bids **should not contain any price/cost strictly**. If any of the EOI Bids contains the price/cost indications, such EOI Bids will be rejected.

### **5.7 Signing the Bid**

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The EOI Bid shall be prepared, signed by the Authorised person on all pages of the bid and stamped. The EOI Bid shall be placed on an outer cover and sealed. The EOI Bid cover shall be superscripted as **EOI for empanelment of “Poompuhar e-Commerce operator / aggregator Tender Ref. No: TNHDC/IT/805/21-22 due on 26.04.2022 up to 1.00 PM.** The “FROM” address and “TO” address shall be written without fail otherwise the EOI Bid is liable for rejection.

### **5.8 Mode of Submission of Bids**

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- 1) The EOI Bids should be dropped in the Tender Box kept at TNHDC's Corporate Office at the address specified in Tender on or before the due date and time of submission of Tender. The Bids will not be received personally.
- 2) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidders should ensure that the Bid reaches TNHDC on or before the due date and time. TNHDC will not be liable or responsible for any damage, postal delay or any other delay whatsoever.
- 3) The Bids received after Due Date and Time of submission of Tender as specified in the Tender or Unsealed or submitted by Facsimiles (FAX) will be summarily rejected.

## **5.9 Modification and withdrawal of Bids**

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Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the EOI Tender document prepared by TNHDC and submitted by the Bidder with or as part of the Tender. The Bids once submitted will not be permitted for any modification after the due date and time for submission of Tender as specified in the Tender or any other revised date.

## **5.10 Bid Opening**

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The EOI Tender will be opened at the place, date and time specified in the Tender in the presence of the Bidders who choose to be present. The representative of the Bidder who chooses to attend the Tender opening shall bring an authorisation letter from the Bidder.

## **5.11 Clarifications by TNHDC**

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When deemed necessary, TNHDC may seek bonafide clarifications from the Bidder on any aspect of the Bid submitted by the Bidder.

## **5.12 EOI Bid Evaluation**

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When deemed necessary, TNHDC may seek bonafide clarifications from the Bidder. The EOI Bid Evaluation will be conducted on the compliance of the Bids with Prequalification criteria as specified in the Tender. The Bids will be held non-responsive and rejected if the Bids do not establish the eligibility of the Bidders. All qualified EOI Bids will be considered for Stage-2 processing. The final acceptance of the EOI Bids is entirely vested with TNHDC who reserves the right to accept or reject any or all of the Tenders in full or in part. The Tender accepting authority may also reject the Tender for reasons such as changes in the scope of work, new technologies, court orders, force majeure conditions and other unforeseen circumstances. After acceptance of the Tender by TNHDC, the Bidder shall have no right to withdraw their Tender.

## **6. Technical Bid Evaluation**

### **6.1 Suppression of facts**

- 1) During the 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. If the Bidder has already been selected, then TNHDC would terminate/void the contract as the case may be will be without any compensation to the Bidder and the EMDs as the case may be shall be forfeited.
- 2) Bidders should note that any figures in the supporting documents submitted by the Bidders for proving their eligibility and/or Proposal evaluation criteria are found suppressed or erased; TNHDC shall have the right to seek the correct facts and figures, or reject such Bids. It is up to the Bidders to submit the full copies of the supporting documents to meet out the criteria. Otherwise, TNHDC at its discretion may not consider such supporting documents.

### **6.2 Stages of Evaluation**

A Technical Committee will be involved in the evaluation of the Technical Bid concerning Eligibility criteria and Proposal evaluation criteria requirements as specified in the Tender. The Technical Evaluation will be conducted based on the supporting documents submitted by the Bidders. The Technical Bid will be evaluated in two stages (Stage-1 & Stage-2) as explained in the Tender.

### **6.3 Stage-1: Bid compliance with Eligibility Criteria**

The Technical Bid Evaluation will be held on the compliance of the Bids with eligibility criteria requirements specified in the Tender. The Bids will be held non-responsive and rejected if the Bids do not establish the eligibility of the Bidders. All eligible Bids will be considered for Stage-2 evaluation.

### **6.5 Stage – 2: Bid Evaluation**

The bidders technically qualified on the stage-1 as per the pre-qualification criteria should undergo the Stage-2 process based on the work experience, presentation, demo, strategy and innovative given to TNHDC and will be finally selected and empanelled as Poompohar e-Commerce Sales Service provider / Management

## **6.6 Acceptance of the Tender**

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The final acceptance of the Tender is entirely vested with TNHDC who reserves the right to accept or reject any or all of the Tenders in full or in part. The Tender accepting authority may also reject the Tender for reasons such as changes in the scope of work, new technologies, court orders, force majeure conditions and other unforeseen circumstances. After acceptance of the Tender by TNHDC, the Bidder shall have no right to withdraw their Tender.

## **6.7 Award of Contract**

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The Bidders **qualified in Stage 2** will be selected and Empanelled as Poompohar e-Commerce Sales Service provider / Management. The empanelled bidders will be awarded the contract in **written form i.e., the Letter of Acceptance (LOA) and they will be called as** Poompohar e-Commerce Sales Service provider / Management Empanelled Bidder of the Tender.

## **6.8 Security Deposit**

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The Successful Bidder will be required to remit a Security Deposit (SD) equivalent to Rs. 2 Lakhs of the value of the contract inclusive of EMD amount by way of Demand Draft drawn in favour of “Tamil Nadu Handicrafts Development Corporation Limited” payable at Chennai. The SD furnished by the Successful Bidder in respect of the tender will be returned to them only after the end of the agreement, if occurs, by mutual comment. The Security Deposit held by TNHDC till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity as specified in the Tender or if the Bidder fails to sign the contract.



## **6.9 Execution of Agreement**

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The Successful Bidder shall execute a Contract (in the Agreement Format ) in the INR 20 non-judicial stamp paper bought in Tamil Nadu only in the name of the Bidder. The Successful Bidder shall not assign or makeover the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNHDC. Henceforth, the Successful Bidder will be called a "VENDOR".

## **7. Scope of Work**

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### **7.1 Introduction**

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The TNHDC proposes to empanel an expertise e-commerce business provider, who will drive a sale of Poompuhar products through in its e-commerce sites giants like Amazon, Flipkart, etc., Henceforth, the Successful Bidders will be called a VENDOR, throughout the contract period.

### **7.2 Responsibilities**

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#### **Pre-Selling Process:**

1. The vendors must provide the "TNHDC" with its e-commerce, digital, and online sales channels, as well as other online/e-commerce platforms, for the sale of handicrafts products made by skilled artisans and entrepreneurs in the State of Tamil Nadu. The TNHDC will provide the aesthetic handicrafts products through its Poompuhar Sales Showrooms.

#### **Identification of Saleable Handicrafts:**

1. The vendors shall promote those identifying saleable handicrafts products through its e-commerce sites. To promote economic and developmental activities, the TNHDC will collaborate with vendors to identify saleable

handicraft products that will benefit Artisans, entrepreneurs and other stakeholders in the value chain.

### **Selling Process:**

1. The TNHDC will provide 500 products in high-resolution photographs with descriptions at first. The Vendors shall upload the product photographs provided by the TNHDC in their e-commerce site with descriptions for sale of handicrafts products.
2. The Vendors shall fix the MRP of the product including their commission and other charges of not more than 40% and the product shall be uploaded in their e-commerce websites for sale. The TNHDC will distribute the product at wholesale price to the vendors.
3. The products should not **be sold** other than through the vendor's portal.

### **Shipping Process:**

1. The vendors will provide technical and logistical support for the ordered product. The TNHDC shall pack the products and vendors collect and deliver the product ordered by the customers through its showroom to the logistics appointed by the vendors.
2. The TNHDC can track the delivery of their respective product, which the customers shall order.

### **Commercial Transaction Process:**

1. The payment gateway shall be managed by vendors. After expiry of return policy, the payment of the respective product sold to the customers, TNHDC wholesale price with applicable GST shall be directly credited (NEFT/ RTGS/ NET BANKING) in the TNHDC account (Annexure-II). The vendors shall share the pay-out summary report 15 days once to TNHDC for reconciliation.
2. The TNHDC does not offer any return or refund on the products transacted through the website except the damage to the product or lost in transit, however the transportation charges will be borne by the vendor.
3. The vendor appointed logistic shall pickup and deliver the products to the customer end. In such case, the Vendor shall be held responsible absolutely for the safety of the product till receiving the payment of TNHDC in their account. The vendors shall be held liable for any loss or damage to the product in transit.
4. The mutual terms and conditions adopted under commercial contracts between Vendors and TNHDC will bind each other.

5. If any other services required by TNHDC, Vendors shall provide the same based on mutually agreed terms. If vendors require additional services, TNHDC will provide them on mutually agreed-upon terms.
6. Vendor should comply GST rules and ecommerce Policies as per the India Government standard.

### 7.3 **Scope of Work for the successful Vendors**

TNHDC empaneled Poompohar e-commerce sales services provider / management shall operate, maintain & promote Poompohar handicraft products through its e-commerce sites by adopting the following guidelines as detailed below:

- a) The vendor shall look into the online market, identify the handicrafts product and upload the products on their e-commerce sites for sales promotion of Poompohar handicraft products.
- b) The vendor shall take the photoshoot of the products then and there by making necessary arrangements if necessary video shoot has to be done with the prior information/consent of TNHDC Ltd.,.
- c) The vendor shall answer to all the calls/ messages of the customers related to the shopping site. The sensitive calls have to be routed through the TNHDC.
- d) The vendor shall arrange for online banking payments and gateways including domestic and international for purchases by the customers.
- e) The product enquiry and sales have to be handled by the vendor by providing an expert team. The product content has to be written and posted by the vendor then & there based on guidelines provided by TNHDC.
- f) The products sold through e-commerce site will be packed by TNHDC and the forwarding and shipping of the products has to be taken care of by the vendor.
- g) The vendor shall arrange and advertise the Poompohar handicraft products in other social media.
- h) Shipping related queries and packages shall be answered by the vendor.

Based on the expertise, the Vendor shall do the following with the help of TNHDC at their own cost:

- a) Deployment of a dedicated team.
- b) Design development and maintenance of shopping site.
- c) Content Management.
- d) Publication of Contents as given by TNHDC from time to time.
- e) Publication of Promotional Codes for online sales.

- f) Periodically reporting progress / updating of various contents & competency of the shopping site.
- g) Social participation and redressing the complaints / grievances.

## **8. Termination of Contract**

### **8.1 Termination for default**

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1. TNHDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the VENDOR, terminate the contract in whole or part;
  - I. If the VENDOR fails to deliver any or all of the goods/ services within the time (s) specified in the Contract, or if the VENDOR fails to perform any of the obligation(s) under the contract; or
  - II. If the VENDOR, 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 VENDOR shall be liable to TNHDC for any additional costs for such similar goods/services. However, the VENDOR shall continue the performance of the contract to the extent not terminated.

### **8.2 Termination for Insolvency**

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TNHDC may at any time terminate the Contract by giving written notice with a notice period of 15 days to the VENDOR if the VENDOR becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the VENDOR, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNHDC.

## **8.2 Force Majeure**

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Neither TNHDC nor the VENDOR 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:

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

## **8.4 Arbitration**

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1. Both the parties shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them as under or in connection with the Contract.
2. Any dispute or difference whatsoever arising between the parties to the Contract, out of or relating to the construction, meaning, scope, operation or effect of the Contract or validity of the breach thereof, which cannot be resolved through the negotiation process, shall be referred to a sole Arbitrator to be appointed by the Chairman and Managing Director of TNHDC. The Arbitration shall be held in Chennai, India and the language shall be English only.
3. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
4. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

5. The Arbitral Tribunal shall give the reasoned award and the same shall be final, conclusive and binding on the parties.
6. The venue of the arbitration shall be Chennai and English language.
7. The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
8. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
9. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

### **8.5 Intellectual Property Rights (IPR)**

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

## **8.6 Exit Clause**

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At the time of expiry of the contract period, as per the contract between the parties, the VENDOR should ensure a complete knowledge transfer by their deployed professional to the new professional replacing them within 2 weeks. The VENDOR at the time of exit shall submit all information relating to the services rendered including but not limited to all information, documents, records and agreements relating to the services reasonably necessary to TNHDC or any other agency identified to carry out due diligence to transition the provision of services to the TNHDC or any other agency identified. All properties provided by TNHDC shall be returned.



## Expression of Interest (EOI)

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### Poompuhar e-Commerce Sales Services

**Tender Ref.: TNHDC/IT/805/21-22**

EOI Volume 1: Technical Document

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**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](mailto:tamilnaduhandicrafts@yahoo.co.in)



**Form-A - EOI Bid**

**Earnest Money Deposit details**

| #  | Descriptions             | Please fill up the details |
|----|--------------------------|----------------------------|
| 1. | Name of the Bank         |                            |
| 2. | Demand Draft (DD) Number |                            |
| 3. | DD Date                  |                            |
| 4. | DD Amount                |                            |

**T3. Furnish details for meeting the Eligibility Criteria**

**T3.1 Bidder's Registration details**

| #  | Description  | Please fill up the details         |
|----|--|------------------------------------|
| 1. | Name and Nature of the Bidder  |                                    |
| 2. | Certificate of Registration or Firm Registration or other Registration no. and date                  |                                    |
| 3. | Registered office address, contact person, Personal Telephone No. and Email                          |                                    |
| 4. | <b>Authorised Signatory of Tender</b>  |                                    |
|    | Name   |                                    |
|    | Designation  |                                    |
|    | Office Address   |                                    |
|    | Personal Telephone Number  |                                    |
|    | Email Address  |                                    |
|    | Please enclose a Letter of Authorisation or Power of Attorney to sign and submit the Tender Document |                                    |
| 6. | If any local office in Chennai   | Yes / No (if yes, provide details) |
| 7. | Permanent Account Number (PAN) details and enclose a copy  |                                    |
| 8. | Please furnish GST Registration Number and date and enclose a copy                                   |                                    |

### **T3.2 Bidder's e-Commerce experience**

| #  | Description   | Please fill up the details                       |
|----|---|--|
| 1. | No. of years in e-commerce business                                     | From Year: _____ To Year: _____<br>No. of Years: |
| 2. | Please furnish details of project executed                              |  |
| 3. | Customer name   |  |
| 4. | Project name  |  |
| 5. | Work Order or Agreement reference                                       |  |
| 6. | Project status  |  |
| 7. | Enclose a copy of the Work Order or Agreement executed / under progress |  |

### **T3.3 Bidder's Annual Turnover**

| #  | Description  | Please fill up the details |
|----|--|----------------------------|
| 1. | The year 2018-2019   | Rs.                        |
| 2. | The year 2019-2020   | Rs.                        |
| 3. | The year 2020-2021   |                            |
| 4. | Average Annual Turnover for the last 3 Audited Financial Years   |                            |
| 5. | Please enclose Auditor's Certificate, Annual Report and Profit & Loss statement for the last 3 Audited Financial years |                            |

### **T3.4 Bidder's black-listing details**

| #  | Description  | Please fill up the details |
|----|--|----------------------------|
| 1. | Has the Bidder ever been black-listed by any Government Organisations in India?              |                            |
| 2. | If "Yes" is above, which organisation black-listed the Bidder and no. of years black-listed? |                            |

| #  | Description  | Please fill up the details |
|----|--|----------------------------|
| 3. | If “NO” above, furnish an undertaking in the Bidder’s Letter Head stating that the Bidder has not been black-listed by any of the Government Organisations in India. |                            |

**T3.5 Bidder's detail plan of e-Commerce operation strategy to TNHDC**

| #  | Description |
|----|-------------|
| 1. |             |
| 2. |             |
| 3. |             |
| 4. |             |
| 5. |             |

## **Form-B - Letter of Proposal**

(On Applicant's letter head)

The Managing Director,  
Tamilnadu Handicrafts Development Corporation Limited,  
759, Anna Salai,  
Chennai - 60002

Sub: Request for Proposal - Empanelment of “Poompuhar e-Commerce operator / aggregator” - Technical Proposal.

Dear Sir,

We, the undersigned Applicant have read and examined in detail the EOI Bid document for “Poompuhar e-Commerce operator / aggregator”.

We confirm having submitted all the details in support of qualifying criteria as required by you along with this Application and all other necessary documents.

In case you require any further information in this regard, we agree to furnish the same. We hereby declare that the Statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We hereby declare that we were never blacklisted by any Central/ State Government/PSU/Public Authority or Organization. We understand that you are not bound to accept all, or any EOI bid you receive.

Yours Sincerely,

Authorised Signatory  
Designation:  
Registered Address:  
Place:  
Date:

## **Form C – Power of Attorney**

### Power of Attorney for Authorized Representative

Know all men by these presents, We, -----having its registered office at -----, do hereby constitute, nominate, appoint and authorize, \_\_\_\_\_, son of Mr. \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “ EOI for Empanelment of Poompuhar e-Commerce operator / aggregator ”, to **Tamilnadu Handicrafts Development Corporation Limited**, Government of Tamilnadu (the “ Authority”)including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our Proposal for said Project and/or upon award thereof to us until accepting the work order with the Authority.

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

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

For

-----

**Name:**

Designation:

Date:

Accepted

-----

**Name:**

Designation:

Date:

Witnesses:

- 1.
- 2.

**Form D – Declaration of Non-Blacklisting/ Debarment**

***Note: Documentary Evidence: 100 Rs Notarised Affidavit from  
Authorised Signatory***

The Managing Director,  
Tamilnadu Handicrafts Development Corporation Limited,  
759, Anna Salai,  
Chennai – 60002

Sub: Declaration of Non-Blacklisting / Debarment

Dear Sir,

We confirm that our company or firm, ----- is currently not blacklisted  
or Debarred by any State or Central Government or Central or State PSU on the date  
of submitting the EOI.

Yours Sincerely

Authorised Signatory

Designation:

Registered Address:

Place:

Date: