

U.P. HANDICRAFTS DEVELOPMENT AND  
MARKETING CORPORATION LTD

ODOP Marketing & Branding Facilitation Centre,  
Niryat Bhawan, 8 Cantt. Road, Kaiserbagh, Lucknow-226001

Website: [uphdmc.in](http://uphdmc.in) email: [uphdmcho@gmail.in](mailto:uphdmcho@gmail.in)

**CORRIGENDUM**

Proposals were invited for sale of Handicraft/ Textile/ Handloom/ODOP products in its Gangotri Showroom, 5-B, Baba Kharak Singh Marg, Connaught Place, New Delhi under the 'Sale & Return Scheme'. Bidders may take note of modifications made with regard to products and offered space. Prescribed format is available at Gangotri, New Delhi/Website. The last date for submission of Proposals alongwith Earnest Money was 25.02.2023 which is now extended to 13.03.2023. M.D. reserves the right to cancel one/all proposals without assigning any reason.

Managing Director

Sl.No:

Cost of each Tender Document: Rs.200/-

U.P. Handicrafts Development and Marketing Corporation Ltd.  
ODOP Marketing & Branding Facilitation Centre,  
Niryat Bhawan, 8 Cantt. Road, Kaiserbagh, Lucknow-226001  
Website: [uphdm.in](http://uphdm.in) email: [uphdmcho@gmail.in](mailto:uphdmcho@gmail.in)

Proposal Form

Offers are invited on prescribed Format for sale of Handicraft/Handloom/Textile/ODOP products through its Gangotri Showroom, 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi under "Sales & Return" Scheme of the Corporation. The tender forms with details of showroom & products can be obtained on payment of Rs.200-00 from the Head Office/New Delhi showroom or can be downloaded from the website of the Corporation. The proposal forms alongwith the earnest money, as mentioned in the tender document, payable only by Demand Draft in favour of U.P. Handicrafts Development and Marketing Corporation Ltd. Lucknow may be submitted to the Corporation's Office – Niryat Bhawan, 8-Cantt. Road, Kaserbagh, Lucknow upto 2.00 pm dated 13.03.2023. The proposals received till last date shall be opened on the same day at 3.00 p.m. in presence of the applicants. The Managing Director, U.P. Handicrafts Development and Marketing Corporation Ltd. reserves the right to reject any/all the proposal(s) without assigning any reason.

Managing Director

The following documents are attached with the Tender Document:

1. Information about the Firm
2. Proposal Form
3. Details of products
4. Address and telephone numbers of showroom
4. Terms& conditions of "Sale and Return Agreement".

**TERMS:**

1. The proposal form received after the due date (i.e. 2.00 p.m. on 13.03.2023) shall not be considered. The Corporation shall not be responsible for postal delays.
2. Each proposal should be accompanied by earnest money which will be refunded in due course in case the proposal is not accepted.
3. In case the Tender Form is downloaded from the website, Rs. 200/- shall be payable to the Corporation by Bank Draft/cash.
4. The envelop should be superscribed "Proposal for sale of \_\_\_\_ (Products) through Gangotri showroom, New Delhi on S&R basis".
5. The proposal form, information about the firm and earnest money should be submitted in the Office of the Corporation, Niryat Bhawan, 8-Cantt. Road, Kaiserbagh, Lucknow.
6. In case the sale is not started within 30 days from the date of approval, the approval shall be liable to be cancelled and the earnest money shall be forfeited.

(Authorised Signatory)

Seal

Tender Document issued vide money receipt no.....  
dated.....

U.P. Handicrafts Development and Marketing Corporation Ltd.  
ODOP Marketing & Branding Facilitation Centre,  
Niryat Bhawan, 8 Cantt. Road, Kaiserbagh, Lucknow-226001  
Website: uphdmc.in email: [uphdmcho@gmail.in](mailto:uphdmcho@gmail.in)

**Proposal Form for sale on 'S&R Basis**

**Part-2**

Date:

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Managing Director  
U.P. Handicrafts Development and Marketing Corporation Ltd.  
ODOP Marketing & Branding Facilitation Centre,  
Niryat Bhawan, 8 Cantt. Road, Kaiserbagh, Lucknow-226001

Dear Sir,

In reference to the advertisement published in the-----  
----- dated \_\_\_\_\_, I/we submit our offer(s) for sale of \_\_\_\_\_  
Item(s) on "Sale & Return" basis in Gangotri New Delhi Showroom

Sl. no	Showroom	Minimum Sale Guarantee (MSG)*		Rate of Gross Profit Mark-up	Amount of earnest Money	Remarks
	Gangotri New Delhi	1st Year	2nd Year	22% on MSG	1% of proposed MSG	

\*Note: MSG should be clearly mentioned for two years separately. Tenders with incomplete MSG offer(s)/other details shall not be considered.

Declaration

I/We have read the terms & conditions governing the sale on 'Sale & Return' basis and I/We shall abide by the same. The Bank Draft for Rs. \_\_\_\_\_ dated \_\_\_\_\_ towards earnest money and duly filled in information sheet are enclosed with this offer letter.

Signatures

Seal of Firm/Company

Enclosed: 1. Bank Draft No. \_\_\_\_\_, dated \_\_\_\_\_, amount \_\_\_\_\_,  
drawn on Bank-

2. Information Sheet

## SALES AND RETURN AGREEMENT

This agreement made on this day of \_\_\_\_\_ between M/s. \_\_\_\_\_, a Proprietorship/Partnership concern, having its Office at \_\_\_\_\_ (which expression where the context so submitted or implies include their heirs, successors or assigns) through its Proprietor/Partner Mr./Mrs. \_\_\_\_\_ S/o, W/o. \_\_\_\_\_ here-in-after called the "Party" details as per Schedule-1 of this agreement of the one part and the U.P. Handicrafts Development and Marketing Corporation Ltd., a company registered under the Companies Act, 1956 having its registered office at 2, Rana Pratap Marg, Moti Mahal, Lucknow (which expression where the context so admits or implies includes its successors or assigns) through its Authorised Representative, here-in-after called the U.P. Handicrafts Development and Marketing Corporation Ltd., of the other part.

WHEREAS the party has approached the U.P. Handicrafts Development and Marketing Corporation Ltd., for selling its \_\_\_\_\_ through the "Gangotri" showroom situated at 5-B, Baba Kharak Singh Marg, New Delhi.

AND

WHEREAS the U.P. Handicrafts Development and Marketing Corporation Ltd., a State Government Corporation engaged in development and marketing of a wide range of handicrafts and handloom items, have agreed to allow the party to sell the above items, vide letter no. \_\_\_\_\_ dated \_\_\_\_\_ subject to the conditions hereinafter contained, through the above showroom under the control and administration of U.P. Handicrafts Development and Marketing Corporation Ltd..

NOW this agreement witnesses as follows:

1. This agreement will be valid for a period commencing from \_\_\_\_\_ to \_\_\_\_\_. However the agreement is subject to earlier termination as hereinafter contained. The sale target, gross profit mark up payable to U.P. Handicrafts Development and Marketing Corporation Ltd., list of items to be sold is annexed as Schedule-II as part of this Agreement.
2. The items to be kept for sale in the showroom will be of good quality, latest design and at competitive rates. The goods kept in the showroom and their rates will be under constant scrutiny of the Incharge of the respective Showroom of the U.P. Handicrafts Development and Marketing Corporation Ltd., or any authorized nominee of the Corporation and goods disapproved by it or any other Officer/Agent authorized by it should not be allowed to be sold in the Showroom. In case of any complaint received from any customer regarding quality/supply of substandard goods, then the same will be at the risk & cost of the party. In this regard the decision of the Incharge of the Showroom will be final.

3. The party shall not be allowed to supply the items covered under this agreement to any other party or firms at the place of the above Showroom other than U.P. Handicrafts Development and Marketing Corporation Ltd. Further, the Party will not sell items, which are not part of this agreement.
4. That U.P. Handicrafts Development and Marketing Corporation Ltd., will issue printed numbered cash memos of Gangotri to the party. The sales staff of the party will attend the customers and issue proper cash memos for the goods selected by them. The payment of the cash memos will only be received at the cash counter by the Cashier of U.P. Handicrafts Development and Marketing Corporation Ltd. The party or its sales staff will not collect cash from the customers.
5. That if any cash memo is cancelled due to mistake or change of mind of the customer or for any other reason whatsoever, the same shall be brought to the knowledge of Incharge or Senior sales staff immediately on the same day by the party and will obtain the signatures on the cancelled cash memo.
6. The party will offer discount as per the discount policy announced by U.P. Handicrafts Development and Marketing Corporation Ltd., and the amount of discount shall be borne by the party. If any extra discount is given to the customers, then the same will be given only after obtaining permission of the showroom Manager/Incharge subject to a maximum of 10%. However, U.P. Handicrafts Development and Marketing Corporation Ltd., will allow clearance sales twice in a year to clear the stocks of the party. The Party shall submit proposal to the Incharge for organizing clearance sales with complete details.
7. That the party will issue the invoice to U.P. Handicrafts Development and Marketing Corporation Ltd., for the sale made by it during the month on monthly basis latest by 7th of next month giving all the relevant date wise details of sale. These sales invoices will be issued by deducting gross profit mark up of            per cent on Gross/Net Sale payable to U.P. Handicrafts Development and Marketing Corporation Ltd. However, the party effecting its sale on 'minimum sale target' basis shall have to pay an additional % gross profit mark up to the Corporation on account of publicity & Packing material.
8. The sales proceeds of the items will be deposited in U.P. Handicrafts Development and Marketing Corporation Ltd., account on day-to-day basis. The concerned Incharge of the showroom, on receipt of the sales statement from the party along with sales invoice as mentioned in clause no 7 above will remit the proceeds on monthly basis, to the party by cheque/bank draft after deducting its gross profit mark up and other expenses, if any.

- 8(a) If Party is interested to receive early payment i.e. fortnightly then on written consent of the Party, Corporation will remit the sales proceeds after deducting additional 0.5% from gross profit markup by 5th & 20th of the same month.
9. The party will bear the credit card commission on actual basis and as such the same will be deducted every month from the payment to be made to them by the Corporation against their sales.
10. The U.P. Handicrafts Development and Marketing Corporation Ltd. will not provide any advance to the party against the sales/stock or in any other manner. However, in case when confirmed orders are placed by the customers along with full receivable payment in advance, upto 50% of the amount received from the customer can be given to the supplier as advance, against adequate security amount through Bank Guarantee, for executing the orders. Such advance shall be adjusted at the time of making full payment against the supplies. However, no advance payment will be given to the party against orders booked on or before 90 days from the date of expiry of agreement. All such orders obtained should be executed before 10 days of the expiry of the Agreement.
11. The party shall send the goods on F.O.R. destination basis and other incidental charges such as terminal tax, Octroi, Cartage etc., will be borne by the first party. The Corporation shall not be responsible for VAT/Trade Tax/GST liabilities on goods kept by the Party in Gangotri showrooms or for any lapses on part of the Party for liabilities of VAT/Trade tax/GST or other taxes whatsoever.
12. That the items will be displayed in the showroom by the party, at the place and at the discretion of U.P. Handicrafts Development and Marketing Corporation Ltd. The goods of the party will be kept and displayed on the floor/space allotted by the Incharge of the showroom. The party will not make any change in the décor of the floor space allotted without written permission of U.P. Handicrafts Development and Marketing Corporation Ltd. The details of the area allotted to the party is annexed in Schedule-II as part of the agreement.
13. The space allotted to the Party for sales shall be used for conducting sales only and it should be manned only by authorized sales staff. No outsider should be allowed to man the floor and the floor should not be used for any other purpose except conducting sales by the Party. The Party will not sublet the space provided to any other party. The party will provide a list of their sales staff/representative(s) alongwith attested photograph(s).
14. The Incharge will have all the rights of display of goods in the show windows and show cases & the rest of the areas of the Showroom other than the space allotted to the Party.

15. Although the U.P. Handicrafts Development and Marketing Corporation Ltd. will organize publicity for all its products which are sold through its Showroom, but the party will be free to organize its publicity at its own cost. However the publicity matter shall be approved by the Showroom Manager of U.P. Handicrafts Development and Marketing Corporation Ltd., before it is published.
16. The party shall depute their own sales staff preferably in the age group of 21-45 years who will always be courteous to customers and other staff at the showroom. The party shall ensure payment of minimum wages and fulfill all other statutory formalities and bear the burden thereof. U.P. Handicrafts Development and Marketing Corporation Ltd. shall not be liable in any manner due to violation of any statutory liability/requirements by the party. The party will submit the bio-data of sales staff along with address and photograph to U.P. Handicrafts Development and Marketing Corporation Ltd., for record only. The party shall not acquire any interest in the shop premises of U.P. Handicrafts Development and Marketing Corporation Ltd., temporarily or permanent. The above Agreement is only a license to sell the products under the Agreement.
17. The Party/Parties, entering into Agreements for floor/space in the Showroom of the Corporation shall deposit a minimum-security amount equivalent to three months gross profit mark up of MSG by way of Bank Guarantee/Demand Draft issued in favour of the U.P. Handicrafts Development and Marketing Corporation Ltd., or in cash. However, no interest will be paid by U.P. Handicrafts Development and Marketing Corporation Ltd., on such security deposits. In case the sales of the party is less than the gross profit mark up to be received on the targeted sales, the party shall pay the balance amount due to U.P. Handicrafts Development and Marketing Corporation Ltd., by bank draft/cash. In case the party fails to deposit the balance amount of the gross profit mark up, the same shall be realized from the security deposit and the party shall be liable to recoup the security amount in favour of the U.P. Handicrafts Development and Marketing Corporation Ltd. The decrease in sales will be reviewed by U.P. Handicrafts Development and Marketing Corporation Ltd., and agreement may be terminated, if deem fit, by giving 30 days notice.
18. If U.P. Handicrafts Development and Marketing Corporation Ltd. organizes exhibitions outside the showroom, the party shall participate in the same on the terms and conditions of this agreement.
19. The payment of credit sales to Government Institutions or others shall be paid to the party only after receipt of the payment of such sales.
20. That the Party shall maintain records in respect of the stock kept in Gangotri Showrooms. The Party will provide details of the stock kept in the showroom at the time of commencement of the sales clearly showing the

selling price of all items. Every replenishment of stock, addition of stock or return of stock will be intimated to the incharge in writing. The Incharge will keep simultaneous record of the same. The party shall inform the value of the stock at the end of every month. All Stock of the Party shall be computerized /bar codified by the Incharge of the showroom. Any changes in the policies of the Sales & Return Scheme of the Corporation shall be applicable to the party.

21. The items kept in the showroom shall be protected/maintained/well kept by he staff of the first party with all reasonable care in cooperation with the staff of the U.P. Handicrafts Development and Marketing Corporation Ltd., but the U.P. Handicrafts Development and Marketing Corporation Ltd., shall not be responsible for any loss to the goods/items due to any of the following, viz, fire, building collapse, burglary, shop lifting, arson, looting, flood, enemy action and/or any other cause beyond human control. The first party should get its goods insured at its own cost if so desired.
22. If the U.P. Handicrafts Development and Marketing Corporation Ltd., is satisfied that the party has committed breach of any of the terms and conditions herein contained or the behavior of the party is harmful to the interests of U.P. Handicrafts Development and Marketing Corporation Ltd., or for any reason whatsoever the U.P. Handicrafts Development and Marketing Corporation Ltd., shall be at liberty to terminate the agreement forthwith or by giving 30 days notice as the circumstances call for. In such case, the party shall be responsible to make good the loss to the Corporation, if any, in case of termination of the agreement prior to the stipulated period.
23. Exclusive of the right reserved under clause 17 hereinbefore either Party is at liberty to cancel/terminate voluntarily the contract by giving 90 days notice in advance in case of one year contract. However, in case the Party enters into contract for two years, the 90 days notice period to cancel/terminate the contract can be applicable only after completion of one year contract. However, if the agreement is cancelled, then the Party shall make good the loss to U.P. Handicrafts Development and Marketing Corporation Ltd., for loss of any gross profit mark up due.
24. The party will observe the showroom timings and will abide with the decision of the showroom Incharge if any change is made in that by him.
25. The showroom will observe normal holidays as per the Shops & Establishment Act applicable at the place where the showroom is located. Further, if during the currency of this agreement, the showroom is closed due to disturbances, riots, or any reason beyond the control of the U.P. Handicrafts Development and Marketing Corporation Ltd., then U.P. Handicrafts Development and Marketing Corporation Ltd., will not be responsible for any resultant loss of sales to the party.



26. The Corporation shall not be responsible for any kind of Income Tax liabilities, if any arising on the part of the party due to this agreement.

27. All disputes and differences arising out of or in any way touching or concerning the agreement whatsoever shall be referred to the Sole Arbitrator appointed by the Board of Directors of U.P. Handicrafts Development and Marketing Corporation Ltd., and whose award shall be final and binding on the parties.

28. For the purpose of recovery of any amount falling due under this agreement, the U.P. Handicrafts Development and Marketing Corporation Ltd., shall at its discretion be entitled to take recourse to the various relevant provisions of U.P. Public Moneys (Recovery of Dues) Act, 1972, and orders made there-under as now in force or hereafter enforced.

29. All the disputes relating to the agreement shall be subject to the jurisdiction of Courts at Lucknow only.

For & on behalf of  
U.P. Handicrafts Development and  
Marketing Corporation Ltd.,

For & on behalf of  
M/s.

( )  
Proprietor/Partner

Witnesses

1.

2.

Witnesses

1.

2.

SCHEDULE-I  
INFORMATION ABOUT THE FIRM/UNIT

1. Name of the firm M/s.
2. Office/Showroom/Factory Address
3. Permanent Address
4. Telephone No.(s) Office  
Residence  
Mobile  
Email
5. Name of Proprietor  
  
Father's/Husband's Name -/
6. Nature of Firm/Society
7. Year of establishment
8. GST No.
9. Trade Tax No. CST  
UPTT/VAT
  
10. Permanent Account Number  
(PAN) (Copy enclosed)
11. Bank Account Name of Bank(s)  
Branch  
Account No(s)  
(Enclose copy of Bank Statement)
12. Nature of activity
13. Product range.
  
14. Annual Turnover (in lacs)  
(Previous year)
15. Export License Number  
(Enclose Copy)
16. Major Clients a)  
b)  
c)  
d)
  
16. Other information, if any

M/s.

( )

Proprietor/Partner

Authorized Signatory (with seal)

U.P. Handicrafts Development and Marketing Corporation Ltd.,

REGISTRATION NUMBER

SCHEDULE – II

1. The Party shall keep complete range of Products.
2. The party will keep their goods at the floor/place allocated to them by UPHDMC in .....sq.ft area on .....floor.
3. In case of any export order is booked by the Showroom of the above items being displayed and sold by the Party, then the party will have to supply the same to U.P. Handicrafts Development and Marketing Corporation Ltd., for exports at competitive rates.

SALES TARGET AND GROSS PROFIT MARKUP

SHOWROOM	PERIOD	MINIMUM SALE TARGET	GROSS PROFIT MARK UP
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For & on behalf of  
U.P. Handicrafts Development And  
Marketing Corporation Ltd.,

For & on behalf of  
M/s.

Proprietor/Partner

Witnesses

Witnesses

1.

1.

2.

2.

U.P. Handicrafts Development and Marketing Corporation Ltd.  
 ODOP Marketing & Branding Facilitation Centre,  
 Niryat Bhawan, 8 Cantt. Road, Kaiserbagh, Lucknow-226001  
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Details of products, allocated space, EMD, GPM etc. are as under

Products	Floor	Area (Approx.)	Minimum Sale Guarantee Target (Rs. in lakh)
Handicrafts/ Handlooms/Textile and ODOP products such as Moradabad Brass, Banaras Silk, Bulandshahr Ceramic, Marble and leather of Agra, Bhadohi Carpets, Firozabad Glassware, Gorakhpur terracotta, Lucknow Chikankari, Pratapgarh Amla products, Auraiya Ghee, Kala Namak Rice of Sidharth Nagar etc.	Basement	1045 sq.ft.	
	Ground Floor	1130 sq.ft.	
	Mezzanine Floor	Sale space 308 Sq.ft. Cafeteria 262 Sq.ft. Service Cabin 44 Sq.ft. Pantry 84 Sq.ft.	
	First Floor	1130 sq.ft.	
	Note: Proposals can be submitted either for one floor or for all floors mentioned herein.		

EMD will be 1% of Minimum Sale Target. Gross Profit Margin will be 22%.

Address of Showroom

**GANGOTRI**

U.P. Govt. Emporium  
 5-B Baba Kharak Singh Marg  
 New Delhi

**Contact Persons**

1. Sri Dharmendra Singh, Asstt. Commissioner Industries, UPHDMC, Lucknow  
 Mobile No.7018496981
2. Sri Ved Prakash Sharma, Incharge, Gangotri, N.Delhi  
 Mobile No.9013257570/8168113821