

**Tender Document
For
Supply of Packaging and Gift Boxes
For ODOP Products**

Managing Director

Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd.
(UPHDMC)

Niryat Bhawan 8, Cantt Road, Qaiserbagh, Lucknow-226001

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Disclaimer

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the UPHDMC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is neither an agreement and nor an offer nor invitation by the UPHDMC to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this Tender Document.

This Tender document includes statements, which reflect various assumptions and assessments arrived at by the UPHDMC in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the UPHDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources. Information provided in this Tender Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

UPHDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. UPHDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Bid Stage.

The UPHDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document. UPHDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document. The issue of this Tender Document does not imply that UPHDMC is bound to select a Bidder or as the case may be, for the Assignment and the UPHDMC reserves the right to reject any or all of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UPHDMC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the bidder. UPHDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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1. Data Sheet

Sn. No.	Particular	Details
1	Name of the Tendering Authority	Uttar Pradesh Handicrafts Development and Marketing Corporation Limited (UPHDMC)
2	Method of selection	Least cost selection method
3	Tender Validity	90 days
4	Date of publication of tender	23.12.2022
5	Pre Bid meeting	27.12.2022
6	Last date for submission of tender	12.01.2023
7	Earnest Money Deposit (EMD) (Refundable)	Rs. 52,000/- (Rs. Fifty Two Thousand only) payable as RTG/ NEFT or in the form of Demand Draft favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn on any Nationalised / scheduled commercial bank payable at Lucknow.
8	Performance Security	Performance security of Rs. 156,000/- (Rs. One Lac Fifty Six Thousand only) in the form of Demand Draft/ Fixed Deposit favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn on any scheduled commercial bank payable at Lucknow or Bank Guarantee. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. This Deposit / Bank Guarantee will remain with the UPHDMC for 60 days beyond the completion of all contractual obligations of the Tenderer including warranty obligations if any. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days, the Performance Bank Guarantee may be discharged/ returned by the UPHDMC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.
9	Mode of submission of Tender	Bid shall be submitted on GEM portal.
10	List of documents to accompany the bid	i) Bid Proposal form. ii) EMD in the form of Demand Draft/RTGS/NEFT.

		<ul style="list-style-type: none"> iii) Performance Security in the form of Demand Draft/FD/Bank Guarantee. iv) Self-Attested photocopy of the GST/ GSTIN registration certificate. v) Self-Attested photocopy of PAN card. vi) Self-Attested photocopy of Profit and Loss account and Balance sheets showing turnover for last three FYs. vii) Notarized Undertaking on stamp paper of Rs. 100/-to the effect that the bidder has not been blacklisted/ debarred / terminated by any State/ Central Government departments and their agencies. viii) Self-Certified capacity of production for supply of each category of box as per Annexure-1, experience details, in house production tools available on letterhead. ix) Completion certificate or Copy of Agreement or Letter of Award duly certified by the authorized signatory of the bidding Agency/ Chartered Accountant to be enclosed in support of all claimed projects.
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2. Terms of Reference:

2.1 “One District One Product” programme, GoUP:

Launched in January 2018, “One District One Product (ODOP)” is a flagship programme of Government of Uttar Pradesh (GoUP). The objective of the programme is to preserve, develop and promote local arts, crafts and traditional skill of communities, spread across each district of the state.

Under the programme, each of the State’s 75 districts has been assigned with a product with significant competitive advantage in manufacturing, owing to a traditional MSME industry base already in existence there. Under The ODOP Programme efforts are being made to address the gaps/ challenges in the development of ODOP product. The programme covers all aspects of ODOP’s product ecosystem, including value chain gaps and infrastructure gaps.

Considering the importance of the programme, GoUP created a specialized cell, i.e. ODOP cell under Directorate of Industries, Department of MSME & Export Promotion, to spearhead and implement the ODOP programme. The ODOP cell is striving to address gaps/ challenges faced by the ODOP artisans/ units through prolonged strategy- the first, four basic schemes were devised to address common challenges faced by the ODOP artisans. These schemes include Margin Money Assistance scheme, Marketing Development Assistance scheme, Skill Development & Toolkit Distribution scheme and Common Facility Centre (CFC) scheme; Second, the ODOP Cell is collaborating with renowned companies/ institutions like Amazon, Flipkart, eBay, Quality of Council of India (QCI), Indian Institute of Packaging (IIP), NIFT, AKTU, Bank of Baroda, NSE, BSE etc. to address the specific gaps; Third, the existing schemes are being dovetailed with other GoUP and Gol schemes to provide maximum benefits to ODOP artisans/ units.

2.2 Uttar Pradesh Handicrafts Development and Marketing Corporation Limited (UPHDMC):

Uttar Pradesh Handicrafts Development & Marketing Corporation Ltd. (UPHDMCL) is a GoUP undertaking and is promoting sale of Handicrafts and Handloom products through its flagship “Gangotri” Emporiums.

UPHDMCL was established in the year 1966 with the objective of promotion and marketing of Handicrafts and Handloom products. The primary objective of the organization was export promotion in its initial years. Later, with the establishment of Uttar Pradesh Export Corporation Ltd. (UPECL) on December 15, 1971, all the activities pertaining to export promotion was transferred to UPECL.

The corporation has also been entrusted with the responsibility for safeguarding and promoting the interests of the craftsmen and artisans. With the support of financial aid from Union/State Government, UPHDMCL is working for their welfare by creating adequate employment opportunities and generating sufficient income for the artisans in the handicraft/handloom sectors of the state. In order to provide exposure to craftsmen in the state, the corporation organizes Craft Bazaars and exhibitions, design learning workshops to aid them with progressive skills and techniques.

UPHDMC has also been entrusted with the responsibility of marketing and sale of the products under the “One District One Product (ODOP) scheme of GoUP.

UPHDMC strives to be a premier organization in sale of finest quality Indian Handicrafts and Handloom products sourced from skilled artisans, craftsmen and across the state of Uttar Pradesh. UPHDMC has also been designated as the marketing arm for sale of identified products under the “One District One Product” scheme of GoUP.

3. General Terms and Conditions:

3.1 Object:

Bid is invited on GEM portal from reputed firms/ companies for supply of packaging and gift boxes for ODOP (UP) products to Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. (UPHDMC) for purpose of packaging of Gifts and Souvenirs.

3.2 Description of Work:

The selected bidder shall arrange to supply the Packaging and gift boxes for ODOP Products specified in Annexure -I of this Tender Document. The selected bidder shall be required to provide the packaging and the Gift Boxes to UPHDMC as and when required by UPHDMC throughout the year.

Bids providing quotation for ALL the packaging and gift boxes for ODOP products as detailed in Annexure-1 of this tender document shall only be considered for evaluation. Bids providing the quotations of the part of the packaging and the gift boxes for ODOP products as detailed in Annexure-1 of this tender document shall be rejected and not considered for the purpose of evaluation. Split bidding shall not be allowed under this tender document.

3.3 Earnest Money Deposit:

Rs. 52,000/- (Rs. Fifty Two Thousand only) in the form of RTGS/ NEFT/ Demand Draft favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn in any scheduled commercial bank payable at Lucknow.

3.4 Performance Security:

Performance security of Rs. 156,000/- (Rs. One Lac Fifty Six Thousand only) in the form of Demand Draft/ Fixed Deposit/Bank Guarantee favouring Uttar Pradesh Handicrafts Development and Marketing Corporation Limited drawn on any scheduled commercial bank payable at Lucknow. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. This Deposit / Bank Guarantee will remain with the UPHDMC for 60 days beyond the completion of all contractual obligations of the Tenderer including warranty obligations if any. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days, the Performance Bank Guarantee may be discharged/ returned by the UPHDMC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee. The selected bidder shall furnish the performance security within three days from the date of issuance of LOA.

3.5 Technical Proposal:

- a. Bidders shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").
- b. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that all documents duly signed by the authorized signatory have been submitted.
- c. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- d. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- e. The UPHDMC reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the UPHDMC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the UPHDMC there under.
- f. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Logistics Aggregator Agency either by issuance of the LOA or execution of the Agreement, and if the Bidder has already been issued the LOA or the Agreement has been executed, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the UPHDMC without the UPHDMC being liable in any manner whatsoever to the Applicant or Selected Logistics Aggregator Agency, as the case may be. In such an event, the UPHDMC shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to the UPHDMC for, inter alia, time, cost and effort of the UPHDMC, without any other right or remedy that may be available to the UPHDMC.

3.6 Financial Proposal:

The Bidders shall submit the technical proposal in the formats at Appendix-II (the "Financial Proposal") of ebid document. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected.

3.7 Execution of Agreement:

The Agreement shall be executed within 3 days of deposit of performance security. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the Performance Security as per clause 3.5 and fails to sign the Agreement, its EMD shall be forfeited and appropriated by the UPHDMC. In such an event, the UPHDMC may invite the Second Ranked Bidder for negotiations and may issue LOA to him. Jurisdiction of courts shall be Lucknow only.

4. Bidder's Minimum Eligibility Criteria:

The bidder shall fulfill all of the following minimum eligibility criteria independently on date of submission of bid:

SL No	Criteria	Supporting documents to be submitted
1.	The bidder should: i) be firm/company incorporated in India under the Companies Act, 1956 or Companies Act, 2013 and subsequent amendments thereto or a partnership Agency registered under LLP Act, 2008/Indian Partnership Act, 1932 or a proprietorship Agency ii) have a valid PAN CARD iii) have valid registration of GST iv) have been operating for the last three (3) years in India.	1. Certificate of Incorporation/ Registration/ Copy of Partnership deed or any other document to prove proprietorship 2. Copy of Pan Card 3. Copy of GST Registration
2.	Experience Criteria: The Firm/ company should have an experience in dealing with Central/ State Govt. department/ undertakings for at least last three FYs.	Copy of the ITRs, Balance Sheets and Profit & Loss accounts of Last Three FYs duly certified by CA to be submitted along with the details and copies of work orders executed.
3.	Turnover Criteria: Minimum Average Turnover of the firm/company in last three FYs should not be less than Rs. 50,00,000/- (Rs. Fifty Lacs only).	Copy of the Balance Sheets and Profit & Loss accounts of Last Three FYs duly certified by CA to be submitted.
4.	Technical specification criteria: <ul style="list-style-type: none"> • The bidder should have experience in production of hard board box and MDF box. • The bidder should have in house production facility of at least 1000 boxes per week. • The bidder should have at least two gluing machines to ensure uninterrupted production. • The bidder should be in possession of complete post press setup with cutting, lamination, foiling and die cutting facility. • The bidder should have facility of printing of customized design (as provided by UPHDMC) on boxes. 	Undertaking on the letterhead of the bidder specifying the experience, capacity and inhouse production tools available to be submitted along with the proposal.
3.	Firm/ company must not be black listed/terminated/ debarred by any State/ Central Government departments or their agencies	Selected bidder shall submit a notarised Affidavit to the effect that the firm/company is not blacklisted/ terminated/ debarred by any state/ Central Govt. Department/ undertaking

5. Evaluation of proposal:

Technical Scoring and Weighting System:

The evaluation of proposals will be accomplished by a Selection Panel. Financials of all the bidders qualifying the Minimum Eligibility Criteria shall be evaluated by the selection panel. Selection shall be on the basis of L1 bidder.

UPHDMC reserves the right and bids in the following conditions will be summarily rejected as being non-responsive:

- Technical Bids of those bidders, who do not meet the eligibility criteria
- Technical bids unsigned and incomplete, not responding to the Terms of Reference fully and properly and those with lesser validity than that prescribed in the RFP.

6. Award of Contract:

- The Bidder will be selected on the basis of Selection shall be done on the basis of L1 bidder.
- The department reserves the right to negotiate the quoted rate with the L1 bidder and in case L1 bidder refuse to accept the contract, the department reserves the right to award the work to L2 bidder and thereon.
- Bidders are advised that Selection will be entirely at the discretion of the UPHDMC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- Any information contained in the Proposal shall not in any way be construed as binding on the UPHDMC, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.
- The successful bidder L1 shall apply the charges, so submitted for the defined fields the entire duration of the agreement.

7. Award of Work:

After selection, a Letter of Award (the "LOA") shall be issued by the UPHDMC to the Selected Bidder and the Selected Bidder shall have to, within 3 (three) working days of the issuance of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the UPHDMC may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

8. Period of Contract:

The Contract would be assigned for one year.

9. Mode of delivery:

The selected bidder shall be required to provide the packaging and the Gift Boxes to UPHDMC as and when required by UPHDMC throughout the year. Quantity of the box as mentioned in Annexure I is tentative and may increase or decrease by 25%. The bidder shall make the necessary provision for the same while submitting the bid. Payments shall be released based upon actual work orders placed by UPHDMC and deliveries executed by the selected bidder

10. Payment to selected Bidder:

- (i) UPHDMC shall process the payment of the invoices raised by the selected bidder on monthly basis i.e. UPHDMC shall make payments to Selected Bidder, for the services provided, on monthly basis.
- (ii) The payment shall be made to the Selected Bidder on completion of satisfactory performance (to be decided by UPHDMC) of all supplies as per mutually agreed conditions up to the stage of respective payment schedule.

11. Force Majeure:

- For the purposes of this assignment, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- UPHDMC will decide the eventuality of Force Majeure which will be binding on both the parties.

12. Suspension of Agreement:

UPHDMC may, by written notice of suspension to the Selected Bidder, without any obligation (financial or otherwise) suspend all the payments to the Selected Bidder hereunder if the Selected Bidder shall be in breach of this Agreement or shall fail to

perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Selected Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Selected Bidder of such notice of suspension.

13. Termination of Agreement

UPHDMC may terminate the Contract in whole or part without assigning any reason if:-

- (i) The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- (ii) If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

14. Disputes Resolution:

Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration:

In case the dispute is not resolved as indicated in Clause 4.45, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by UPHDMC and other appointed by Selected Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

15. Miscellaneous:

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

UPHDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(ii) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases UPHDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

Appendix I:

(I) Letter of Proposal
(On Bidder's letter head)

Dated:

The Managing Director,
U.P. Handicrafts Development and Marketing Corporation Ltd. (UPHDMC)
Ground Floor, Niryat Bhawan 8, Cantt Road, Qaiserbagh
Lucknow, Uttar Pradesh 226001

Sub: Selection of

Dear Sir/ Madam,

1. With reference to your Tender document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices, is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the UPHDMC any additional information it may find necessary or require supplementing to authenticate the Bid.
5. We acknowledge the right of the UPHDMC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted by any state/ central Government or their agencies including Central/State Level Public Enterprises.
7. We declare that:
 - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the UPHDMC.
 - B. We do not have any conflict of interest in accordance the Tender document;
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender issued by or any agreement entered into with the UPHDMC or any other public-sector enterprise or any government department, Central or State; and
 - D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that UPHDMC may cancel the Bidding Process at any time and that UPHDMC is neither bound to accept any Proposal that UPHDMC may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the tender

document.

9. We declare that we are not a Member of any other Agency submitting a Proposal for the Assignment.

10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the UPHDMC of the same immediately.

14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the UPHDMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.

15. In the event of our being declared as the successful Bidder, we agree to execute an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date/Bid Submission Closing Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

16. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the UPHDMC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

17. The charges have been quoted by us after taking into consideration all the terms and conditions stated in the tender, draft Agreement.

18. We offer an EMD of Rs. 52,000/-to the UPHDMC in accordance with the tender document.

19. The EMD in the form of a Demand Draft will be separately delivered before the bid submission end date and time.

20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened/ rejected.

21. We agree and undertake to abide by all the terms and conditions of the tender document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the TENDER DOCUMENT.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Date:

Place:

(II) Particulars of the Bidder

A. General Information

1	Name of the firm/Proprietor/ company	
2	Date of establishment/ Incorporation	
3	Registered Office Address	
4	Correspondence Address	
5	Constitution of the bidding vendor	
6	GSTIN (Copy enclosed)	
7	PAN of the firm/ company/proprietor (Copy Enclosed)	
7	Details of contact person	
7	Details of the authorised signatory	
8	PAN of the proprietor/ directors/partners/ authorised signatories	
9	Bank Account Details (Copy of the cancelled cheque enclosed): Name of the Bank: Bank A/c NO. Branch Address: IFSC code:	
10	Whether blacklisted by any Govt. deptt./ Public sector co.	
11	Any other details	

B. Details of work executed during the last three years:

Sn. No.	Type of work	Work executed for (Name of the department)	Brief nature of work	Location	Value (in Rs.)	Duration of work with date of commencement and completion

C. Turnover in the last three FYs:

Sn. No.	FY	Turnover Achieved (in Rs.)

Appendix – II
Financial Proposal

Sn. No.	Box description	Specification	Material	Thickness	Basic Price per box with GST	Quantity*	Net Price	GST	Total Price (Inclusive of GST)
1	Double cufflink box	8*4* 1.8 inches	MDF	6mm		500			
2	Single cufflink box	4*4*1.8 inches	MDF	6mm		1000			
3	Ceramic cup box	250*160*110 mm	MDF	6mm		700			
4	Ceramic cup with coaster box	250*160*110 mm	MDF	6mm		300			
5	Gulabi Meenakari Box	19*175*105 mm	Board	2mm		100			
6	Gulabi Meenakari Box	10*12 inches	MDF	6mm		100			
7	5 pieces Attar Box	8*4*1.8 inches	MDF	6mm		100			
8	Varanasi Stole Box	142*130*30 mm	Board	2mm		500			
9	Chikankari Box	235*325*27 mm	Board	2mm		100			
10	Black Pottery Box	125*125*125 mm	Board	2mm		300			
11	Double Brass Bowl	240*150*80 mm	Board	2mm		500			
12	Glassware Box	10*6*3 inches	Board	2mm		200			
13	Marble Inlay Box	65*125*125 mm	Board	2mm		500			
14	Gaura Coaster Box	65*125*125 mm	Board	2mm		500			
15	Single Brass Bowl box	5*5*2.5 inches	Board	2mm		900			
16	Lacquerware mirror box	35*320*30 mm	Board	2mm		200			
17	Dhoopdani box	8*4*3 inches	Board	2mm		50			
18	Lotus Candle Holder box	4*2.5*4.5 inches	Board	2mm		50			
19	Moonj Pen stand Box	4*4*4.5 inches	Board	2mm		50			
20	Moonj Coaster Box	420 *125 mm	Board	2mm		50			

21	Silk Stole +Shazar Brooche Box	8*4*1.8 inches	Board	2mm		500			
22	Shazar Brooche+Cufflink box	4*4*1.8 inches	Board	2mm		500			
23	Aarti Diya Box	7*4*2 inches	Board	2mm		50			
24	Oj Box/ Aradhana Box	19*175*105 mm	Board	6 mm		100			
25	Chikankari Packing material	9.5*5.5 inches	Virgin Kraft	250 GSM		700			
26	Ceramic Tea Light holder	240*150*80 mm	Board	2 mm		50			
27	Any other specification as provided by UPHDMC		Board/MDF	Rate per sq. inch wise					

Note:

- Cost of box should be inclusive of printing as per design provided by UPHDMC.
- *Quantity of the box is tentative and may increase or decrease by 25%. The bidder shall make the necessary provision for the same while submitting the bid. Payments shall be released based upon actual work orders placed by UPHDMC and deliveries executed by the selected bidder.
- The bidder may view the samples of the boxes physically by visiting UPHDMC HO at Ground Floor, Niryat Bhawan, 8 Cantt Road, Qiaserbagh Chauraha, Lucknow -226001 on 28.12.2022 between 11.00 a.m to 5.00 p.m.

Annexure 1:
List of Packaging and Gift Boxes with details

Sn. No.	Box description	Specification	Material	Thickness
1	Double cufflink box	8*4* 1.8 inches	MDF	6mm
2	Single cufflink box	4*4*1.8 inches	MDF	6mm
3	Ceramic cup box	250*160*110 mm	MDF	6mm
4	Cermamic cup with coaster box	250*160*110 mm	MDF	6mm
5	Gulabi Meenakari Box	19*175*105 mm	Board	2mm
6	Gulabi Meenakari Box	10*12 inches	MDF	6mm
7	5 pieces Attar Box	8*4*1.8 inches	MDF	6mm
8	Varanasi Stole Box	142*130*30	Board	2mm
9	Chikankari Box	235*325*27 mm	Board	2mm
10	Black Pottery Box	125*125*125 mm	Board	2mm
11	Double Brass Bowl	240*150*80 mm	Board	2mm
12	Glassware Box	10*6*3 inches	Board	2mm
13	Marble Inlay Box	65*125*125 mm	Board	2mm
14	Gaura Coaster Box	65*125*125 mm	Board	2mm
15	Single Brass Bowl box	5*5*2.5 inches	Board	2mm
16	Lacquerware mirror box	35*320*30 mm	Board	2mm
17	Dhoopdani box	8*4*3 inches	Board	2mm
18	Lotus Candle Holder box	4*2.5*4.5	Board	2mm
19	Moonj Pen stand Box	4*4*4.5	Board	2mm
20	Moonj Coaster Box	420 *125 mm	Board	2mm
21	Silk Stole +Shazar Brooche Box	8*4*1.8 inches	Board	2mm
22	Shazar Brooche+Cufflink box	4*4*1.8 inches	Board	2mm
23	Aarti Diya Box	7*4*2 inches	Board	2mm
24	Oj/ Aradhana Box	19*175*105 mm	Board	6 mm
25	Chikankari Packing material	9.5 *5.5 inches	Virgin Kraft	250 GSM
26	Ceramic Tea Light Holder	240*150*80 mm	Board	2 mm
27	Any other box as per specification provided by UPHDMC		Board/MDF	Rate per sq. inch wise

Annexure 2:

Affidavit Cum Undertaking

We, M/s _____ having its office at _____ do hereby solemnly affirm and undertake that:

We shall offer for sale to Uttar Pradesh Handicrafts Developments and Marketing Corporation Limited (UPHDMC) the packaging and gift boxes for ODOP products.

We undertake that the firm/ company has not been blacklisted/ terminated/ debarred by any state/ Central Govt. Department.

We further confirm that we are fully aware and acknowledge the right of the UPHDMC to reject our Proposal in case the declaration as stated is found to be untrue or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We, _____ do hereby verify and declare that the contents of this affidavit are true and correct to the best of our knowledge and belief, that no part of it is false and that nothing material has been concealed therefrom.

Witness:

Deponent

- 1.
- 2.

Annexure 3:
Draft Agreement

This agreement is made this ____ day of ____ 2022 at _____ between _____ (name of the “selected bidder”) through the bidding process against the tender document dated _____ for **“Supply of Packaging and Gift Boxes for ODOP Products”**) referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and Managing Director, Uttar Pradesh Handicrafts Development and Marketing Corporation Limited (UPHDMC) referred to as the “Second Party” hereinafter include his successors and assignees.

That WHEREAS the First Party will supply the Packaging and Gift Boxes for ODOP (UP) products to Uttar Pradesh Handicrafts Development and Marketing Corporation Limited (UPHDMC) in accordance with all the terms and conditions contained in the tender document dated _____ and also the terms and conditions contained in the subsequent corrigendum and Letter of Award/ Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS _____ DAY OF _____ TWO THOUSAND AND TWENTY.

Authorised Signatory of “First Party”

Authorised Signatory of “Second Party”

Signature:

Signature:

Name and Address

Name and Address: