

**UP Handicrafts Development And Marketing Corporation
Ltd.**

Request for Proposal

for

Sale of

Handicraft/Handloom/Textile/ODOP products

through Gangotri Showroom,

at 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi

E-Bid Reference: COM/S&R/2024-25/
E-Tender Portal: <https://etender.up.nic.in>

Managing Director

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

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

Email: uphdmcho@gmail.com

Website: www.uphdmc.in

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 .

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.

Section 1: Instructions for E-Tendering

The bidding process for this RFP will be completed online through e-Tender portal under e-tender of UP NIC. The RFP document can be downloaded free of cost from the e-Tender portal; <https://etender.up.nic.in>.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-Tendering system using the User Login option on the home page with the Login Id and Password with which he/she has registered.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise even before e-Bid submission date starts.

The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of another Agency shall be liable for rejection of the Bid.

The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal.

It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure, etc.) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

The e-bids will be opened at:

Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd.
Niryat Bhawan,8, Cantt Road, Qaiserbagh,
Lucknow - 226001

Notice Inviting Tender

Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. (UPHDMC) - ODOP Marketing and Branding Facilitation Centre invites e-bids for 'Sale of **Handicraft/Handloom/Textile/ODOP products** through Gangotri Showroom, at 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi.

The detailed terms and conditions for submission of e-bids are available in the RFP document available at the e-tender portal <https://etender.up.nic.in>.

UPHDMC reserves the right to cancel any or all the e-bids or annul the bidding process without assigning any reason thereof.

Managing Director,
UPHDMC

Data Sheet: Schedule of Bidding Process:

Sl. No.	Description	Date
1.	Date of Publication of e-Tender Notice and e-Tender document (T0) on e-Tender Portal https://etender.up.nic.in	09.08.2024
2.	Last date of receipt of pre-bid queries	11.08.2024 till 1.00 pm
3.	Pre-bid Meeting	On 12.08.2024 at 3.00 pm At UPHDMC, Niryat Bhawan 8, Cantt Road, Qaiserbagh, Lucknow 226001 or through virtual mode
4.	Issue of corrigendum, if any	13.08.2024
5.	Bid Submission Start Date	14.08.2024
6.	Proposal Due Date (Bid Submission Closing Date and Time)	30.08.2024 at 5.00 p.m
7.	Opening of Technical e-Bids	On 31.08.2024 at 1.00 pm at UPHDMC, Niryat Bhawan 8, Cantt Road, Qaiserbagh, Lucknow 226001
8.	Financial Bid Opening	To be declared later (at UPHDMC, Niryat Bhawan 8, Cantt Road, Qaiserbagh, Lucknow 226001)

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

E tender for Sale of Handicraft/Handloom/Textile/ODOP products through Gangotri Showroom,at 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi

Instructions to Bidders

1. Request for proposal:

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

Deptt. of MSME & Export Promotion, GoUP

Ground Floor, Niryaat Bhawan,8 Cantt road, Qaiserbagh Chauraha, Lucknow-226001

Website: www.uphdmc.in

eMail: uphdmcho@gmail.com

UPHDMC invites eTenders for marketing/selling of Handicraft/ Handloom/ Textile/ ODOP products on “Sales and Returns” basis in its showroom at 5-B, Baba Kharak Singh Marg, Connaught Place, New Delhi as specified at Annexure F.

1.1 About Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. (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. UPHDMC 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 showrooms are regularly visited by dignitaries, VVIPs, delegates and art lovers along with foreign tourists.

UPHDMC sources its merchandise directly from artisans, weavers, craftsmen, potters, sculptors along with the suppliers from the state of Uttar Pradesh. Many of the suppliers are state awardees and shilpgurus. By virtue of its long experience in the field of handicrafts and handlooms, Gangotri Showrooms enjoys a good brand name and goodwill for quality.

1.2 **Period of contract:** The contract shall be valid for a period of three years. The contract may be extended for another two years on year-on-year basis subject to satisfactory performance report on agreed terms and conditions. Minimum Sales Guarantee (MSG) shall increase @5% each year.

1.3 **Minimum Eligibility Criteria:**

Sn. No.	Eligibility criteria	Supporting documents to be submitted
1	<p>The bidder should:</p> <p>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.</p> <p>ii) have a valid PAN CARD</p> <p>iii) have valid registration of GST and have been operating for the last three (3) years in India.</p>	<ol style="list-style-type: none"> 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 4. Copy of MSME registration certificate (if applicable). 5. IEC (if applicable)
2	<p>Experience criteria:</p> <ul style="list-style-type: none"> ▪ Minimum three years' experience in retail / wholesale trade or ▪ Minimum three years' experience in Govt. supplies or ▪ Minimum three years' experience in eCommerce sales 	<ul style="list-style-type: none"> • Copy of the ITRs, Audited Balance Sheets and Profit & Loss accounts of any three from the Last five FYs duly certified by CA to be submitted. • Supportive documents as proof for the line of activity / business of the bidder needs to be submitted.
3	<p>Turnover Criteria:</p> <p>Minimum Average Turnover of the firm/company in any three of last five FYs should not be less than 40% of the Minimum Sales Guarantee (MSG) quoted by the bidder.</p>	<ul style="list-style-type: none"> • Copy of the ITRs, Audited Balance Sheets and Profit & Loss accounts of any three of the last five FYs duly certified by CA to be submitted. • CA certified turnover certificate to be submitted.

UPHDMC invites eTenders from interested bidders under two bid system (Technical and Financial Bid) for sale of Handicraft/Handloom/Textile/ODOP products at Gangotri Showroom at 5-B, Baba Kharak Singh Marg, Connaught Place, New Delhi. Interested bidders may submit their bids online using <http://etender.up.nic.in> in the prescribed formats along with all necessary documents and information requested therein.

The bids may be submitted latest by 30.08.2024 The bids shall be opened on 31.08.2024.

Any changes/modifications/corrigendum in connection with this Tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. UPHDMC shall not be liable to send any individual information or issue a public notice.

1.4 **Scope of work:**

The successful bidder shall be responsible for sale of Handicraft/Handloom/Textile/ODOP products preferably from the state of Uttar Pradesh under "Sales and Returns" agreement through Gangotri Showroom, at 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi. The successful bidder shall be responsible for entire operations and maintenance of the area allocated on different floors as per the agreement executed with UPHDMC. The operational and maintenance expenses shall also be borne by the successful bidder. All the other terms and conditions shall strictly be in accordance with the terms and conditions as mentioned under the Draft Agreement as per Annexure E of the RFP.

2. **Electronic submission of Bids:**

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

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

- Technical Bid (prepared on Company's Letter head).
- Financial Bid to be uploaded as BOQ.
- Copy of PAN & GST No. and other documents as specified under Minimum Eligibility Criteria.
- Copy of ITRs, Audited Balance Sheet and Profit and Loss account of any three of the last five FYs.
- Scanned copy of UTR no. generated through online payment of Cost of RFP document/ Scan copy of Bank Demand draft submitted for payment of cost of RFP document. (Physical DD to be submitted separately to UPHDMC Head office as stated in the RFP document).
- Scanned copy of UTR no. generated through online payment of EMD/ Scan

copy of Bank Demand draft submitted for payment of EMD. (Physical DD to be submitted separately to UPHDMC Head office as stated in the RFP document).

- Documents for claiming exemption as detailed under Clause 15 (f) and 15 (g) of “Annexure D” of the RFP document.
- CA certified turnover certificate.
- 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/corporation/undertaking/PSUs and their agencies.
- Undertaking on stamp paper of Rs. 100/- that the bidder shall comply with all the terms and conditions as mentioned in the RFP document.

3. Cost of RFP Document

The RFP Document can be downloaded from the e-Tender portal at <https://etender.up.nic.in> . However, an amount of Rs 500/- has to be paid in the form of a RTGS/NEFT/Demand Draft of any scheduled bank in favour of “UP Handicrafts Development and Marketing corporation Ltd..”, payable at “Lucknow”. The Demand Draft must be delivered before 5.00 pm on the last date of Bid Submission (Both Technical & Financial), as specified in this RFP at “UPHDMC office, Niryat Bhawan, 8, Qaiserbagh, Lucknow-226001

The Demand Draft should be enclosed and sealed in an envelope clearly marking – ‘Demand Draft towards cost of RFP for sale of Handicraft/Handloom/Textile/ODOP products preferably from the state of Uttar Pradesh under “Sales and Returns” agreement through Gangotri Showroom, at 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi. The envelope should be placed in another outer envelope and sealed along with the envelope for Demand Draft towards cost of RFP clearly marking–“Do not open, except in presence of the authorized representative(s) of UPHDMC” along with the details of the bidder and the name of the RFP.

4. Earnest Money deposit (EMD):

- a. All bidders are requested to furnish EMD in form of RTGS/ NEFT/Demand draft (per floor wise: details of floors as per “Annexure A”) below by NEFT/RTGS/ Bank Demand Draft mode only as per following bank details:

Name of Account holder	: UP Handicrafts Development And Marketing Corporation Ltd.
Bank Account No.	:015102000008761
Account Type	: Current Account
IFSC Code	: IBKL0000015
Bank Name	: IDBI Bank
Branch Address	: Rani Laxmi Bai Marg, Hazratganj, Lucknow
PAN	: AAAC4997L

The Demand Draft must be delivered before 5.00 pm on the last date of Bid Submission (Both Technical & Financial), as specified in this RFP at “UPHDMC office, Niryat Bhawan, 8, Qaiserbagh, Lucknow-226001

The Demand Draft should be enclosed and sealed in an envelope clearly marking – ‘Demand Draft towards EMD of RFP for sale of Handicraft/Handloom/Textile/ODOP products preferably from the state of Uttar Pradesh under “Sales and Returns” agreement through Gangotri Showroom, at 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi. The envelope should be placed in another outer envelope and sealed along with the envelope for Demand Draft towards cost of RFP clearly marking–“Do not open, except in presence of the authorized representative(s) of UPHDMC” along with the details of the bidder and the name of the RFP.

- b. Bids for which EMD is not received in the prescribed manner shall be rejected.
- c. UPHDMC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- d. Bidders who wish to bid for multiple counters will submit separate bids with separate EMD for each floor.
- e. EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalization of Tender. EMD of the successful bidder shall be adjusted against security deposit.
- f. The bidder should enclose bid security (EMD) equivalent to 1% of the proposed Minimum Sales Guarantee (MSG) quoted by the bidders only in form of NEFT/RTGS/ Bank Demand Draft dr
- g. awn in favor of Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. or remitted online to bank account as mentioned in Clause 4.a above. The tenders without EMD shall be summarily rejected. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time.
- h. Micro and Small Enterprises and Industrial Co-operatives within State which are certified as such by the Commissioner and Director of Industries or by Deputy Commissioner, District Industries Centre, are exempted in respect of certified items from furnishing earnest money deposit in support of tenders submitted by them. The Khadi and Village Industries Co-operative Societies within the State, registered as such with the Khadi and Village Industries Board/Khadi and Village Industries Commission on furnishing proof of such registration are also exempted from furnishing earnest money deposit.
- i. Micro and Small Enterprises registered with the National Small Industries Corporation Limited, New Delhi (NSIC) and in respect of which competency certificates are issued by the NSIC will be exempted from furnishing earnest money deposit.
- j. The EMD may be forfeited:
 - If an applicant withdraws his application at any stage of bidding or

allotment.

- If an applicant makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of contract.
 - If the successful applicant fails to accept the offer and/ or sign the contract with the corporation or furnish Bank Guarantee/ security within the specified time period in the RFP.
- k. EMD shall be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details as furnished in the bid document are found to be incorrect or false.

5. Performance Security:

Interest free security deposit equivalent to three month's UPHDMC commission on Minimum Guaranteed Sales (MSG), by way of Bank Guarantee/ Demand draft issued in favour of the U.P. Handicrafts Development and Marketing Corporation Ltd., 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 UPHDNC commission 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. In case the party fails to deposit the balance amount of the UPHDMC Commission, 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.

6. **Bid Details:** Bidders are required to furnish their bid, strictly in the prescribed Technical Bid (Annexure – B) and Financial Bid Financial Bid only as excel sheet under BOQ.
7. **Bidders** are required to follow General instructions as mentioned at Annexure – D.
8. **Draft** agreement covering broad terms and conditions of arrangement are mentioned at Annexure – E.
9. List of permissible products for display and sale enclosed as per Annexure F.

“Annexure A”

Details of Earnest Money Deposit floor wise:

The bidder should enclose bid security (EMD) equivalent to 1% of the proposed Minimum Sales Guarantee (MSG) quoted by the bidders only in form of NEFT/RTGS/ Bank Demand Draft drawn in favor of Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. or remitted online to bank account.

Note:

- * Separate EMDs needs to be submitted for each counter being applied for.
- ** Area indicated is approximate & may vary as per need basis at the time of awarding the contract.
- ***MSG shall increase @5% each year.

“Annexure B”

Technical Bid:

Sn. No.	Particulars	
1	Name of the firm:	
2	Constitution of the form (Individual/Partnership/Company/NGO/Co-operative Society with supportive documents as proof)	
3	Office/ Showroom/Factory Address	
4	Permanent address	
5	Telephone nos: Office: Residence Mobile Email	
6	Name of the owner/ Members/ Directors	
7	Authorised representative/ person	
8	Year of establishment (along with Supportive documents as proof)	
9	GST No.(Copy enclosed)	
10	PAN (Copy enclosed)	
11	Number of years of experience in : <ul style="list-style-type: none">▪ in retail / wholesale tradeor▪ in Govt. suppliesor▪ in eCommerce sales along with supportive documents as proof	
12	Details of place of business / shops / showrooms/ malls presently operated including address	
13	Annual Turnover for the past three Years: Please attach Copy of the ITRs, Audited Balance Sheets and Profit & Loss accounts only from any three of the last five FYs duly certified by CA to be submitted along with the CA certified turnover statement.	
14	IEC no.	

Part B:

- The successful bidder shall keep complete range of Products as submitted in the proposal documents at all times.
- The successful bidder will keep their goods at the floor/space allocated to them by UPHDMC in on the designated floors only.
- 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.

Checklist of documents to be submitted:

Sn. No	Eligibility criteria	Details of supportive documents to be submitted	Documents submitted (Yes/No)
1	Cost of RFP Document	Scanned copy of UTR No. generated through online payment of cost of RFP document/ Scan copy of Bank Demand draft submitted for payment of cost of RFP document.	
2	EMD	Scanned copy of UTR No. generated through online payment of EMD/ Scan copy of Bank Demand draft submitted for payment of EMD. Or Documents for claiming exemption as detailed under Clause 15 (f) and 15 (g) of "Annexure D" of the RFP document.	
3	Constitution of the firm (Legal entity details)	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 4. Copy of MSME registration certificate (if applicable). 5. IEC (if applicable)	
4	Experience criteria: ▪ Minimum three years' experience in retail / wholesale trade or ▪ Minimum three years' experience in Govt. supplies or ▪ Minimum three years' experience in eCommerce sales	<ul style="list-style-type: none">• Copy of the ITRs, Audited Balance Sheets and Profit & Loss accounts of any three of the last five FYs duly certified by CA to be submitted.• Supportive documents as proof for the line of activity / business of the bidder needs to be submitted.	
5	Turnover criteria	<ul style="list-style-type: none">• Copy of the Balance Sheets and Profit & Loss accounts of any three of the last five FYs duly certified by CA.• CA certified turnover certificate to be submitted.	
6	Undertakings	<ul style="list-style-type: none">• Undertaking on stamp paper of Rs. 100/-to the effect that the bidder has not been blacklisted/ debarred / terminated by any State/ Central Govt. deptt/corporation/undertaking/PSUs and their agencies.• Undertaking on stamp paper of Rs. 100/- that the bidder shall comply with all the terms and conditions as mentioned in the RFP document.	

“Annexure C”
(Strictly to be filled in as excel sheet in the form of BOQ)

Financial Bid: (Only Indicative, the same should be submitted separately: as separate excel sheet. **No financial bid should be submitted as part of Technical Bid** along with other documents strictly)

Dear Sir,

In reference to the Request for Proposal published, I/we submit our offer(s) for sale of Handicraft/Handloom/Textile/ODOP products preferably from the state of Uttar Pradesh under “Sales and Returns” agreement through Gangotri Showroom, at 5-B Baba Kharak Singh Marg, Connaught Place, New Delhi. Item(s).

Counter No.	Floor Description	Description of Products	Description of counter space	Minimum Sales Guarantee (MSG) Thresholds (Rs. In Lacs)	Minimum Sales Guarantee (MSG)* Yearly quoted by the bidder	Minimum Sales Guarantee (MSG) (Yearly) (in words) quoted by the bidder
1	Ground Floor	Marble products	16' x 7' (112 sq. ft.) Racks & 7'x16' (112 sq. ft.) Floor Area* *Counter mentioned at serial no. 1 and 7 shall have a combined target of Rs. 115 lacs.	115.00		
2	Basement	Carpet	(750 sq. ft.) Floor Area	75.00		
3	Ground floor	Artificial Jewellery/ semi-precious	15'x7'6'' (114 sq. ft.) racks and 8x7'6'' (61 sq. ft.) Floor Area	40.00		
4	First Floor	Wooden crafts	12'x7' (84 Sq. ft.) racks and 7'x12' (84 Sq. ft.) Floor Area	12.00		
5	First Floor	Kadam Wood products	15'x7'6'' (114 sq. ft.) racks and 8x7'6'' (61 sq. ft.) Floor Area	12.5		
6	First floor	Gemstone paintings	8' x 7' (56 Sq. ft.) Floor Area	5.00		
7	First Floor	Marble craft items	15'x7'6''+ 12'x7'6'' (204 sq. ft.) racks and 15'x12' (180 sq. ft.) Floor Area *Counter mentioned at serial no. 1 and 7 shall have a combined target of Rs. 115 lacs.	0.00		

*Note:

- i) MSG should be clearly mentioned for each counter separately. Tenders with incomplete MSG offer(s)/other details shall not be considered.
- ii) MSG shall increase @5% each year.
- iii) UPHDMC commission shall be 22%.

“Annexure D”

GENERAL INSTRUCTIONS FOR THE BIDDERS

1. Last date of uploading the tender bids: The last date of uploading the Tender bids is 30.08.2024
2. Date of Online opening of Tender Bids: The tenders shall be opened on 31.08.2024.
3. The Bids should be submitted online in two parts: “Technical” and “Financial”.
4. Authorised signatory: The Bid submitted online shall be submitted under Digital Signature of the person duly authorized to bind the bidder to the contract.
5. The Bid can be so signed and forwarded by bidder or bidder’s representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) duly executed by the bidder as offline document or when demanded by UPHDMC, otherwise the offer is liable to be considered null and void at any stage as per the decision of UPHDMC. This POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation for whom the bid is submitted.
6. The technical bid shall be opened on 31.08.2024.
7. The participating bidder shall have to bear all the costs associated with the preparation and delivery of the documents, including costs and expenses of visit to the site and UPHDMC shall in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
8. Minimum Sale Guarantee and Rate of Gross Profit Markup shall be quoted in the financial bid only and not in technical bid.
9. The commission at the fixed percentage will be collected on Minimum Guarantee Sales offered or on the actual sales, whichever is higher, on a monthly basis.
10. Interpretation and decision by UPHDMC on the Bid shall be final and binding.
11. All the terms and conditions of the tender and the advertisement in the newspaper will form part of the agreement.
12. UPHDMC reserves the right to call for any clarification/ papers required for scrutiny from anyone including the bidder. UPHDMC is free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.

13. UPHDMC reserves the right to cancel the bid process or reject any or all of the tender(s) received, without assigning any reason thereof.

14. **The Process:**

- a. The technical bids would be opened on 31.08.2024
- b. The bid would be opened in the presence of the constituted committee of the officials of UPHDMC.
- c. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the bidders would be carried out by the constituted committee of UPHDMC.
- d. The decision regarding the qualification/ disqualification of the bidders shall lie with UPHDMC and shall be final and binding on the bidders.
- e. The financial bids shall be opened by the constituted committee of the officials of UPHDMC as per the mechanism as set in the tender in front of the qualified bidders.
- f. It is clarified that the financial bids shall not be opened / be valid for the bidders who do not qualify the technical bids.
- g. In case of a single applicant for the defined counter area, decision of allotment shall be taken by the constituted committee of the officials of UPHDMC based upon the compliance with the eligibility criteria and Minimum Sales Guarantee quoted by the bidder.
- h. In case of more than an applicant applying for the defined counter area, H1 party shall be considered for awarding "The Sales & Return agreement" chosen among the technically qualified bidders.
- i. In exceptional circumstances, in case the H1 bidder fails to undertake the work as per the tender terms, the corporation shall reserve the right to award the work to H2 bidder provided H2 bidder matches the quote of H1 and the EMD/security deposit of H1 bidder shall stand forfeited and so on.
- j. No single party shall be allocated and allowed to operate more than two (2) "Gangotri" Handicraft showrooms with respect to the eTenders floated or to be floated with respect to "Gangotri" showrooms at Lucknow, New Delhi, Ahmedabad, Kolkatta etc. This restriction is implemented to encourage wider participation and avoid the concentration of operations in the hands of a single entity, thereby promoting diversity and competition in the Handicraft and Handloom sector.

- k. In the event that valid proposals are not received for one or more designated counters, the allotment of counter spaces for products for which valid proposals have been received will proceed based on a comprehensive technical and financial evaluation of the received proposals. The evaluation will adhere to the criteria outlined in the RFP document.

15. EMD:

- a. All bidders are requested to furnish EMD in form of RTGS/ NEFT/Demand draft except by NEFT/RTGS /Demand Draft mode only as per following bank details:
- i. **Name of Account holder** : UP Handicrafts Development And Marketing
1. Corporation Ltd.
 - ii. **Bank Account No.:**015102000008761
 - iii. **Account Type** : Current Account
 - iv. **IFSC Code** : IBKL0000015
 - v. **Bank Name** : IDBI Bank
 - vi. **Branch Address** : Rani Laxmi Bai Marg, Hazratganj, Lucknow
 - vii. **PAN** : AAAC4997L

The Demand Draft must be delivered before 5.00 pm on the last date of Bid Submission (Both Technical & Financial), as specified in this RFP at “UPHDMC office, Niryat Bhawan, 8, Qaiserbagh, Lucknow-226001

The Demand Draft should be enclosed and sealed in an envelope clearly marking – ‘Demand Draft towards EMD of RFP for sale of Handicraft/Handloom/Textile/ODOP products preferably from the state of Uttar Pradesh under “Sales and Returns” agreement through Gangotri Showroom, at 5-B Baba Khark Singh Marg, Connaught Place, New Delhi. The envelope should be placed in another outer envelope and sealed along with the envelope for Demand Draft towards cost of RFP clearly marking–“Do not open, except in presence of the authorized representative(s) of UPHDMC” along with the details of the bidder and the name of the RFP.

- b. Bids for which EMD is not received in the prescribed manner shall be rejected.
- c. UPHDMC shall not be responsible for non-receipt/non-delivery/delayed receipt of the EMD due to any reason whatsoever.
- d. EMD shall not carry any interest and EMD of unsuccessful bidders shall be returned after finalisation of Tender. EMD of the successful bidder may be adjusted against security deposit.
- e. The bidder should enclose bid security (EMD) equivalent to 1% of the proposed Minimum Sales Guarantee (MSG) proposed by the bidder only in form of NEFT/RTGS/ Bank Demand Draft drawn in favor of Uttar Pradesh Handicrafts Development and Marketing Corporation Ltd. or remitted online to bank account as mentioned in Clause 4.a above. The tenders without

EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time.

- f. Micro and Small Enterprises and Industrial Co-operatives within State which are certified as such by the Commissioner and Director of Industries or by Deputy Commissioner, District Industries Centre, are exempted in respect of certified items from furnishing earnest money deposit in support of tenders submitted by them. The Khadi and Village Industries Co-operative Societies within the State, registered as such with the Khadi and Village Industries Board/Khadi and Village Industries Commission on furnishing proof of such registration are also exempted from furnishing earnest money deposit.
- g. Micro and Small Enterprises registered with the National Small Industries Corporation Limited, New Delhi (NSIC) and in respect of which competency certificates are issued by the NSIC will be exempted from furnishing earnest money deposit.
- h. EMD shall be returned to all the unsuccessful bidder(s) at the end of the selection process. However, the entire EMD may be forfeited in case the successful bidder withdraws or the details as furnished in the bid document are found to be incorrect or false.

16. Pre-Bid meeting:

A pre bid meeting shall be held on 12.08.2024 at UPHDMC HO at Ground floor, Niryaat Bhawan, 8 Cantt road, Qaiserbagh Chauraha, Lucknow or through virtual mode as decided by UPHDMC.

17. Validity of the bids:

- a. The bidder's offer shall be valid for a period of 120 days after the date of closing of the tender. If UPHDMC so requires, during the evaluation/ finalization of the tender, the bidder can be asked to extend the validity of the offer for a further period of 60 days which shall be binding on the bidder.
- b. UPHDMC will not accept any inclusion/modification of any terms including the prices after opening/ acceptance of the bid.

18. Inspection Clause:

- a. UPHDMC reserves the right to inspect right to inspect the present facility / facility from where the similar products being offered by the bidder(s) in order to assess their infrastructure, quality and capability to deliver the services during tender evaluation process.
- b. UPHDMC further reserves the right to inspect the facility of the selected bidder in order to confirm consistency of quality of the product being sold during the contract period.

19. **Evaluation Criteria:**

a. **Evaluation Criteria for Technical bid**

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

b. **Evaluation Criteria for Financial bid**

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

c. **Evaluation of financial bid and selection of the bidder:**

- In case of a single applicant for the defined counter area, decision of allotment shall be taken by the constituted committee of the officials of UPHDMC based upon the compliance with the eligibility criteria and Minimum Sales Guarantee (MSG) quoted.
- In case of more than an applicant applying for the defined counter area, H1 party shall be considered for awarding "The Sales & Return agreement" chosen among the technically qualified bidders.

20. **Working Hours:**

The working days would be as observed by UPHDMC, and the holidays would be as observed by UPHDMC in its Delhi Office.

21. **Performance security:**

Interest free security deposit equivalent to three month's UPHDMC Commission on Minimum Guaranteed Sales (MSG), by way of Bank Guarantee/ Demand draft issued in favour of the U.P. Handicrafts Development and Marketing Corporation Ltd. 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 are less than the UPHDMC Commission 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. In case the party fails to deposit the balance amount of the UPHDMC commission, 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. Minimum Sales Guarantee (MSG) shall increase @5% each year.

22. **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.

“Annexure E”

Draft Agreement

This agreement made on this day of _____ between M/s. _____, a Proprietorship/Partnership concern/Company, having its Office at _____ (Which expression where the context so submitted or implies include their heirs, successors or assigns) through its Proprietor/Partner/Director/ Authorised signatory Mr./Mrs. _____ S/o, W/o. _____ here-in-after called the “Party” details as per Schedule-A and Schedule -B of this agreement of the one part and U.P. Handicrafts Development and Marketing Corporation Ltd.(UPHDMC), 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, Connaught Place, 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, UPHDMC share payable to U.P. Handicrafts Development and Marketing Corporation Ltd., list of items to be sold is annexed as “Annexure-I”, as part of this Agreement.
2. The Handicraft/Handloom/Textile/One District One Product (ODOP) products to be kept for sale in the showroom by the party will be of good quality, latest design and at competitive rates and the party shall be under an obligation to keep the corporation apprised of the quality, design and prices of the goods being sold.
3. 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 UPHDMC in writing till RFID billing system is installed in place. The party shall ensure to install RFID billing system at the earliest. Entire stock of products arriving in store for sale and display shall be properly entered into the inventory through RFID billing system. Any and all kind of billing and stocking shall be carried out solely through the RFID billing system. In case any complaint is received from any customer regarding quality/supply of substandard goods, then the same will be at the risk & cost of the party. 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 party should get its goods insured at its own cost if so desired.

4. 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. 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.
5. The party, to attain higher sales and implement promotional and sale strategies, shall retain complete and absolute control over the operational aspects of the "Gangotri Showroom" including but not limited to product selection, product placement, product pricing, product discount, product and store promotion, appointment and service conditions of the staff, customer relationship management, store schedule and timings, and store holidays with intimation to UPHDMC at all times. 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. However, the space allotted to the Party for sales shall be used for conducting sales and sales related promotional activity 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 or sales related promotional activity by the Party. The Party will not sublet the space provided to any other party. 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.
6. All the expenses in relation to the conduct of the day-to-day operations shall be borne by the party. 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.
7. The Maximum Retail Price as well as the effective Sale Price of the product shall be decided by the party in accordance with the purchase price of the product, overhead expenses, commission of the corporation and other usual market rules of demand, supply and prevailing market conditions. The party shall be under obligation to inform about the Maximum Retail Price and Effective Sale Price of each product being offered for sale at the "Gangotri showroom" to UPHDMC at all times.
8. The party shall be solely responsible for offering discounts, if at all and if any, to the customers depending upon the sale and promotional strategies in place and the amount of the discount shall be borne by the party. The party shall be under obligation to inform about the discounts being offered in writing to UPHDMC at all times.
9. 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. The party shall be under obligation to always inform about the promotional activities and material to UPHDMC.

10. 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.
11. 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.
12. The sales proceeds of the items will be deposited in U.P. Handicrafts Development and Marketing Corporation Ltd., account on day-to-day basis. 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. 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. UPHDMC on receipt of the sales statement from the party along with sales invoice will remit the proceeds on monthly basis, to the party by cheque/bank draft after deducting UPHDMC share and other expenses, if any. 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.
13. 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 an additional 0.5% UPHDMC Commission by 5th & 20th of the same month.
14. 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.
15. 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 of share of UPHDMC in 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 UPHDMC commission 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 UPHDMC commission, 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. MSG shall increase @ 5% each year.
16. 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.

17. Exclusive of the right reserved under clause 15 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 UPHDMC share due.
18. 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. The law prevailing on the date of dispute shall apply to arbitration proceedings.
19. 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.
20. All the disputes relating to the agreement shall be subject to the jurisdiction of Courts at Lucknow only.

Undertaking by the bidders:

I/ We understand that:

- i. I/We are submitting this online bid to enter into "Sales and Return" arrangement on the terms and conditions as mentioned in the online document as available on the website.
- ii. No financial indication has been given in the technical bid.
- iii. All payments shall be made either electronically or by way of Demand Draft in favour of "Uttar Pradesh handicrafts Development and Marketing Corporation".
- iv. I/We are also aware that any alteration/ addition/omission in this bid may render the same invalid and UPHDMC may not seek any clarification.
- v. I/We are aware that in all disputes and/or difference arising out of or relating to or concerning this offer and the contract, if any, between myself/ourselves and UPHDMC, concerning and/or related to the above mentioned "Sales and Return" agreement Courts in Lucknow shall have exclusive jurisdiction.
- vi. I/We confirm that all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the "Sales and Return" agreement.

INFORMATION TO BE FILLED IN BY THE BIDDER FOR THE PURPOSE OF REFUND OF SECURITY DEPOSIT/ EMD/ OTHER REMITTANCES/

PAYMENT OF SALES PROCEEDS:-

Name of the beneficiary :
Name of the Bank :
Name and address of the Branch :
Account Type (SB/CA etc.) :
Account No. :
PAN :
IFSC Code :

Disclaimer

- Cancelled cheque of above-mentioned account and Copy of Pan Card must be enclosed.
- I hereby declare that particulars given above Point No.(vi) are correct and complete, if the transaction is delayed or not effect at all for reason of incomplete of incorrect information, I would not hold the UPHDMC responsible.
- I also undertake that I shall inform any changes in my bank account particulars in future to UPHDMC failing which payment shall continue to be made as details to UPHDMC by me, for which UPHDMC shall not be held responsible.
- Certified that the particular furnished above are correct as per knowledge.

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

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

For & on behalf of
M/s.

()
Proprietor/Partner

Witnesses

Witnesses

1.

2.

SCHEDULE-A
INFORMATION ABOUT THE FIRM/UNIT

1. Name of the firm: M/s.
2. Office/Showroom/Factory Addresss:
3. Permanent Address:
4. Telephone No. (S): Office
 Residence
 Mobile
 Email
5. Name of Proprietor/ Director/Partners:
 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)
 (enclosed copy of Bank Statement)
12. Nature of activity:
13. Product range:
14. Annual Turnover (in lacs):
15. Export License Number:
 (Enclose Copy)
16. Major Clients a)
 b)
 c)
17. Other information, if any

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

For & on behalf of
M/s.

SCHEDULE-B

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 export at competitive rates.

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

For & on behalf of
M/s.

Annexure "I"

Counter No.	Floor Description	Description of Products	Description of counter space	Minimum Sales Guarantee (MSG) Thresholds (Rs. In Lacs)	Minimum Sales Guarantee (MSG)* Yearly quoted by the bidder	Minimum Sales Guarantee (MSG) (Yearly) (in words) quoted by the bidder
1	Ground Floor	Marble products	16' x 7' (112 sq. ft.) Racks & 7'x16' (112 sq. ft.) Floor Area* *Counter mentioned at serial no. 1 and 7 shall have a combined target of Rs. 115 lacs.	115.00		
2	Basement	Carpet	(750 sq. ft.) Floor Area	75.00		
3	Ground floor	Artificial Jewellery/ semi-precious	15'x7'6'' (114 sq. ft.) racks and 8x7'6'' (61 sq. ft.) Floor Area	40.00		
4	First Floor	Wooden crafts	12'x7' (84 Sq. ft.) racks and 7'x12' (84 Sq. ft.) Floor Area	12.00		
5	First Floor	Kadam Wood products	15'x7'6'' (114 sq. ft.) racks and 8x7'6'' (61 sq. ft.) Floor Area	12.5		
6	First floor	Gemstone paintings	8' x 7' (56 Sq. ft.) Floor Area	5.00		
7	First Floor	Marble craft items	15'x7'6'' + 12'x7'6'' (204 sq. ft.) racks and 15'x12' (180 sq. ft.) Floor Area *Counter mentioned at serial no. 1 and 7 shall have a combined target of Rs. 115 lacs.	0.00		

*Note:

- i) MSG should be clearly mentioned for each counter separately. Tenders with incomplete MSG offer(s)/other details shall not be considered.
- ii) MSG shall increase @5% each year.
- iii) UPHDMC commission shall be 22%.

Annexure F''
List of approved products counter wise

Counter No.	Floor Description	Description of Products	Description of counter space
1	Ground Floor	Marble products	16' x 7' (112 sq. ft.) Racks & 7'x16' (112 sq. ft.) Floor Area* *Counter mentioned at serial no. 1 and 7 shall have a combined target of Rs. 115 lacs.
2	Basement	Carpet	(750 sq. ft.) Floor Area
3	Ground floor	Artificial Jewellery/ semi-precious	15'x7'6'' (114 sq. ft.) racks and 8x7'6'' (61 sq. ft.) Floor Area
4	First Floor	Wooden crafts	12'x7' (84 Sq. ft.) racks and 7'x12' (84 Sq. ft.) Floor Area
5	First Floor	Kadam Wood products	15'x7'6'' (114 sq. ft.) racks and 8x7'6'' (61 sq. ft.) Floor Area
6	First floor	Gemstone paintings	8' x 7' (56 Sq. ft.) Floor Area
7	First Floor	Marble craft items	15'x7'6''+ 12'x7'6'' (204 sq. ft.) racks and 15'x12' (180 sq. ft.) Floor Area

* Any additional product may be added floor wise under prior permission from UPHDMC.