

EOI Performa

<p>Name of the Vendor / Artisan</p> <p>ਵਿਕਰੇਤਾ/ਕਾਰੀਗਰ ਦਾ ਨਾਮ</p>	
<p>Name of Company</p> <p>ਕੰਪਨੀ ਦਾ ਨਾਮ</p>	
<p>GST Number</p> <p>GST ਨੰਬਰ</p>	
<p>Address</p> <p>ਪਤਾ</p>	
<p>Product Description</p> <p>ਉਤਪਾਦ ਵਰਣਨ</p>	
<p>Why Do You Want to Consign with Phulkari Emporiums?</p> <p>ਤੁਸੀਂ ਫੁਲਕਾਰੀ ਇੰਪੋਰੀਅਮਜ਼ ਨਾਲ ਕਿਉਂ ਕੰਮ ਕਰਨਾ ਚਾਹੁੰਦੇ ਹੋ?</p>	
<p>The Performa shall be shared on the official letterhead of the company. The vendor may choose to email it on psiec.headofc.emp@gmail.com or mail the same in a sealed envelope to DGM (emporia), 18-Himalya Marg, Udyog Bhawan, Sector 17A, Chandigarh - 160017. Please note that the EOI can be submitted at any time during the financial year however the EOIs will be considered on pro rata basis throughout the year based on the date of submission. Please note that all empanelment and terms of agreement will be valid till 31.03.2024 under the new policy and will be renewed on an annual basis.</p> <p>EOI ਫਾਰਮ ਕੰਪਨੀ ਦੇ ਅਧਿਕਾਰਤ ਲੈਟਰਹੈੱਡ 'ਤੇ ਸਾਂਝਾ ਕੀਤਾ ਜਾਵੇਗਾ। ਵਿਕਰੇਤਾ ਇਸ ਨੂੰ psiec.headofc.emp@gmail.com 'ਤੇ ਈਮੇਲ ਕਰਨ ਦੀ ਚੋਣ ਕਰ ਸਕਦਾ ਹੈ ਜਾਂ ਇਸ ਨੂੰ ਸੀਲਬੰਦ ਲਿਫ਼ਾਫ਼ੇ ਵਿੱਚ ਡੀਜੀਐਮ (ਐਂਪੋਰੀਆ), 18-ਹਿਮਾਲਿਆ ਮਾਰਗ, ਉਦਯੋਗ ਭਵਨ, ਸੈਕਟਰ 17ਏ, ਚੰਡੀਗੜ੍ਹ - 160017 'ਤੇ ਡਾਕ ਰਾਹੀਂ ਭੇਜ ਸਕਦਾ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਧਿਆਨ ਦਿਓ ਕਿ EOI ਨੂੰ ਵਿੱਤੀ ਸਾਲ ਦੌਰਾਨ ਕਿਸੇ ਵੀ ਸਮੇਂ ਜਮ੍ਹਾਂ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ ਹਾਲਾਂਕਿ EOI ਨੂੰ ਸਬਮਿਟ ਕਰਨ ਦੀ ਮਿਤੀ ਦੇ ਆਧਾਰ 'ਤੇ ਪੂਰੇ ਸਾਲ ਦੌਰਾਨ ਅਨੁਪਾਤ ਦੇ ਆਧਾਰ 'ਤੇ ਵਿਚਾਰਿਆ ਜਾਵੇਗਾ। ਕਿਰਪਾ ਕਰਕੇ ਨੋਟ ਕਰੋ ਕਿ ਨਵੀਂ ਨੀਤੀ ਦੇ ਤਹਿਤ ਸਾਰੇ ਸੂਚੀਬੱਧ ਅਤੇ ਸਮਝੌਤੇ ਦੀਆਂ ਸ਼ਰਤਾਂ 31.03.2024 ਤੱਕ ਵੈਧ ਹੋਣਗੀਆਂ ਅਤੇ ਸਾਲਾਨਾ ਨਵੀਨੀਕਰਨ ਕੀਤੀਆਂ ਜਾਣਗੀਆਂ।</p>	

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PUNJAB SMALL INDUSTRIES & EXPORT CORPORATION LTD;

(A State Government Undertaking)

An ISO 9001 Company

Regd. Office: 18, Himalya Marg, Udyog Bhawan, Sector 17-A, Chandigarh-160017

Phones: 0172-2702301-05 Fax:91-0172-2702039 Gram:INDCORP

Web Site: www.psiec.punjab.gov.in E-mail: info-psiec@punjab.gov.in

PUBLIC NOTICE

All Consignment vendor/parties empanelled with Punjab Government Emporiums namely 'Phulkari' (all locations) owned by Punjab Small Industries and Export Corporation Ltd. are hereby notified that a new consignment policy for empanelment shall be made applicable from 01.04.2023 hence all current empanelments will stand canceled on 31.03.2023. All parties who wish to consign products to PGE Phulkari locations in the next Financial Year i.e. 2023-24 are invited to submit an EOI at psiec.emp.headofc@gmail.com as per the new consignment policy as published on our website www.psiec.punjab.gov.in

Managing Director

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AGREEMENT

THIS AGREEMENT is made on day of 2023 between Punjab Small Industries and Export Corporation Ltd., incorporated under Companies Act, 1956 having its registered office at 18, Himalaya Marg, UdyogBhawan, Sector 17A, Chandigarh – 160017 (herein after called "Consignee")

And

NAME OF THE VENDOR, ALONG WITH COMPLETE ADDRESS (herein after called "Consignor")

WHEREAS

- A. The Consignee is a Public Sector Corporation engaged in variety of activities aimed at all round development and promotion of industries in Punjab through the development of Industrial infrastructure, which include running of a chain of emporiums under the name of "Phulkari" at various places in the country with the objective to promote the interest of small scale units and craftsmen by selling their products through this network.
- B. The Consignor is producer of such items which confirm with the concept of "Phulkari" and is willing to display its Products at the designated emporiums owned by the Consignee to reach out to the customers.
- C. The Consignee, solely relying on the representation of the Consignor has agreed to enter into this agreement and the Consignor grants right to the Consignee to have the mutually agreed upon item(s) produced by Consignor displayed and sold at its designated emporiums in accordance with the terms and conditions mutually agreed to between the parties duly reduced into writing as set out here below.

NOW THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Consignee shall have the exclusive right to select the items produced by the Consignor to be displayed at designated space in the emporium with the discretion of Consignee. The Consignor may provide their suggestions/recommendations regarding the display of the items, however final decision in this regard shall be of the Consignee under all circumstances.
2. The Consignor shall be allowed to display the selected items with effect from Date to 31st March, 2024. This period of Consignment Agreement can be extended further, from time to time, by mutual consent of the parties to this Agreement.
3. It shall be essential condition of this Agreement that the Consignor shall ensure that the products provided by the Consignor must be hand-made and of high quality as approved by selection committee of the Consignee and this condition




shall remain in force till the termination of this Agreement. The products not approved or rejected by the committee shall not be displayed.

4. The Consignor as well as Consignee must provide one month notice to other party if any item(s) is/are required to be removed from the Emporium.
5. It shall be the exclusive responsibility of the Consignor to ensure strict compliance of provisions of GST Rules and regulations applicable as on date or any other Legislation, Enactment, Rules, Notifications etc with regard to levy of taxes as applicable from time to time. The Consignor shall be solely responsible for the penalties or any other action initiated by the concerned authorities on account of non compliance of the Tax Laws and Rules applicable and the consignor hereby agrees and undertakes to keep the Consignee indemnified and harmless from any such action.
6. The Consignee will maintain all records of consignments and ensure accurate record keeping of each item, quantity and what was sold.
7. The payment of the items sold by the Consignee shall be cleared on monthly basis and the amount, after deducting the stipulated percentage of sale price, presently fixed as %, will be paid to the Consignor by the 15th day of the next month, provided that Consignor submits complete billing requirements within due time.
8. The Consignee shall analyze the sale of the products on monthly basis and whenever an item is found to be underperforming for three consecutive months, the same shall be brought to the knowledge of the Consignor. On receiving the information from Consignee in this regard, the Consignor shall ensure removal of such item from display on or before the next stocking.
9. The Consignee shall maintain the exclusive right to determine the business operations and management of its premises. The Consignor shall have no liability or responsibility for the operation and management of the Consignee's business, employees, staff, officers or agents or any torts or other causes of action that may result from daily operation of business, and the Consignee agrees to defend, indemnify and hold harmless the Consignor for same.
10. In the event of any action brought against the Consignee by any person in respect of the product of Consignor displayed in the premises of Consignee in terms of quality of the product or any harm otherwise caused to any person by using the said product, Consignor agrees to defend, indemnify and hold harmless the Consignee for same.
11. In the event of merchandise consigned to the Consignee and received by the Consignee at its premises, is lost, stolen, destroyed, damaged or unaccounted for,

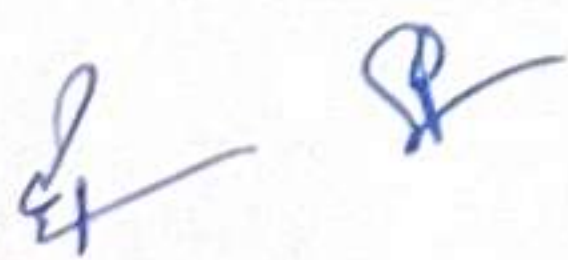


due to any cause, know or unknown, the merchandise, so found to be lost or unaccounted for, shall be considered to have been sold, and the Consignee shall pay to the Consignor the amount agreed herein as if the lost merchandise had been sold.

12. The Consignor must remove all the unsold items within one month from the date of termination of this Agreement at his/her own cost. In the event of failure on the part of Consignor to remove unsold items, a penalty of Rs. 1000/- per day commencing from the date of termination of this agreement to the date of actual and final removal from the emporium, will be imposed by the Consignee and the Consignor shall be forthwith liable to pay the Penalty to the Consignee.
13. In the event the Consignor fails to remove the items for more than 30 days from the termination of the Agreement, the Consignee retains a right to blacklist the Consignor in addition to the penalty imposed in preceding clause. Any damage caused to the items after the termination of the Agreement shall be borne by the Consignor.
14. Consignor shall not be indulge in any act of extending illegal gratification, in the form of monetary or in kind commission to any of the employee (Permanent or outsourced) at the emporiums of Consignee. If the Consignor is found to be violating this clause and found indulging in such corrupt practice, the Consignee shall have the right to terminate this Agreement with the immediate effect and to take necessary action against the concerned Consignor before the appropriate authority.
15. In the event that any part, provision of this Consignment Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability only, without invalidating the remaining provisions hereof, and such prohibition or unenforceability shall be deemed to be severable. And the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties, If a court should find any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
16. If any Consignor is found to be violating any of the terms of this agreement, the Consignee shall have the right to terminate the agreement with immediate effect and Consignee shall be at liberty to initiate any legal action if it deem proper and appropriate.

17. The Consignee may terminate this Agreement at any time and for any reason by providing 90 days advance written notice and by returning to the Consignor all the unsold merchandise that is the subject of this Agreement. The Consignor may terminate this Agreement at any time and for any reason by providing 90 days advance written notice, but said termination shall not affect the agreement regarding items already sold.
18. The herein contained Agreement constitutes the entire understanding of both the Consignee and the Consignor pertaining to all matters contemplated hereunder at this time. Should the parties signing this Agreement desire or intend that any contract or other agreement is entered into between the parties, the agreement so entered subsequent hereto shall supersede and preempt any conflicting provision of this Agreement whether written or oral.
19. Neither the Consignee nor the Consignor shall make any guarantee or warranty in relation to any sale, use or transfer of the merchandise by the other party or any third party acting on behalf of the Consignee or the Consignor.
20. This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.
21. The Consignee and the Consignor both agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties. The parties agree that any claim or dispute that arises from for through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration to be held before Sole Arbitrator to be appointed by the Managing Director of Punjab Small Industries and Export Corporation Ltd, on the request of party seeking Arbitration. Any decision reached by the Arbitrator shall be final and binding. Place of Arbitration shall be exclusively at Chandigarh and Civil Courts at Chandigarh shall have exclusive jurisdiction for consequent litigation, if any.
22. This Agreement shall be construed and governed in accordance with the laws of India.
23. The Consignee and the Consignor agree that instances or patterns of wavier, for bearance, course of dealing or trade usage shall not affect the right of either party to demand performance of any term or condition contained within this Agreement.

Two handwritten signatures in blue ink are located at the bottom left of the page. The first signature is a cursive 'S' followed by a horizontal line. The second signature is a cursive 'R' followed by a horizontal line.

24. In the event of occurrence of "Force majeure" events including but not limited to war, flood, fire, other natural disaster, that may hinder the performance of the agreement, the affected party shall be absolved from discharging their respective obligation and affected party shall have the right to terminate the agreement forthwith.

25. Notices: All notices and correspondence issued by the parties in connection with this agreement shall be addressed to the registered address as mentioned herein above, by registered post / reputed courier.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS
AGREEMENT ON THIS DAY MENTIONED HEREIN ABOVE.

CONSIGNEE:

CONSIGNOR:

Witnesses