

# J&K Handicrafts (S&E) Corporation Ltd.

Emporium Buildings, Residency Road, Srinagar-190001 Kashmir

Ph: 0194-2479825, 2450592, 2471962 FAX: 0194-2452376

Camp Office Udyog Bhawan, Jammu Ph./Fax No. 2477694.

No: JKHC/CJ/09/ Cons/ 33

Dated: 14-11-2009

## TENDER NOTICE

Sealed Tenders affixed with revenue stamp of Rs. 2/- so as to reach this office by or before 30-11-2009 separately for each craft and/or each branch are invited from the bonafide registered and accredited Handicrafts manufacturers/ Traders/ Exporters belonging to the State of Jammu and Kashmir for allotment of space for sale of Carpets/ Shawls/ Pashmina/ Wood Carving on consignment basis for a term of one year in the following showrooms of the Corporation run under the banner "**Kashmir Government Arts Emporium**":-

S/No	Name of the sales outlet
1.	Irwin Road New Delhi
2.	World Trade Centre, Mumbai
3.	Gariahat, Kolkatta

Interested parties may submit their Tenders quoting the craftwise and/or branchwise minimum annual Turnover and maximum consignment commission in each case seperately. The tenderer may quote his/ her offer for any/ or all the above crafts in any of the aforesaid sales outlets. Separate tenders in the sealed envelope superscribing the craft and the branch on its face shall be submitted.

Each tender should be accompanied with a Crossed Demand Draft for Rs. 1,00,000/- ( One lac rupees) for each craft/branch as earnest money pledged to the Financial Advisor & Chief Accounts officer, J&K Handicrafts (Sales and Export) Corporation Limited Srinagar. The Earnest money in case of the successful tenderer shall be adjusted towards the security deposit of the tenderer.

The tenders will be opened on the aforesaid last day of receipt in presence of the tenderers who may like to be present.

Managing Director, JKHC reserves the right to accept or reject any or all tenders without assigning any reason therefor.

Detailed Terms and conditions of the arrangement can be had from the Head Office of the Corporation at Emporium Buildings, Residency Road, Srinagar on any working day during the business hours and/or Corporation Website: [JKhandicraftscorporation.nic.in](http://JKhandicraftscorporation.nic.in)

(Ghulam Rasool)  
Manager Marketing

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## **TERMS AND CONDITIONS OF THE CONSIGNMENT ARRANGEMENT**

### **Ref:- Tender Notice No. JKHC/CJ/09/Cons/33 dated 14-11-2009**

1. That the Tenderer who quotes the maximum revenue in favour of the Corporation derived from the multiple of minimum sales and maximum commission shall become successful.
2. That the Consignment arrangement shall initially be for a period of one year extendable/ renewable at the discretion of the Corporation.
3. That the Consignor shall display and sell only genuine handicrafts goods produced in the State of Jammu and Kashmir.
4. That the Consignor shall place the stocks of the craft at his own cost and risk in the specified space of the branch allotted by the Corporation.
5. That the Consignor shall keep his goods insured at every point in time during the currency of the consignment against all risks at his own cost.
6. That the Consignor shall display his goods in the allotted space in such a way that the same does not directly or indirectly effect the sale prospectus of other crafts/sections of the branch.
7. That the consignor shall not erect any structure of whatever kind in or outside the sales outlet which may effect the image and ambience of the showroom. In case of necessity rack or almirah can be placed with the prior permission of the Branch Manager and the expenditure thereof shall be borne by the consignor.
8. That the consignor shall fix the sale price of the consignment goods in consultation with the Corporation so that the reasonability of price is ensured and he shall invariably display/fix price tag on each item.
9. That the consignor shall furnish to the Branch Manager statement of goods brought into the showroom giving full particulars like size, quality, quantity, Design, Colour and the price.
10. That the Consignor shall not withdraw or remove any of his goods or item(s) from the showroom without the written permission of the Branch Manager.

11. That if at any point in time during the currency of the agreement any of the items put on sale by the consignor are found or noticed to be sub-standard or being sold at exorbitant/unreasonable price compared to that of the similar items in the open market or if the consignor is suspected of indulging in any mal-practice against the interest of the Corporation, the Consignor shall be liable to penal action which may include forfeiture of the security deposit, Termination of the allotment by the consignee and any other action appropriate under relevant law (s).
12. That the Consignor shall restrict his business only to the items allowed under the agreement and if at any time it is found that goods displayed for sale by the consignor are not covered by the agreement or the items put on sale are not genuine Kashmir handicrafts, the Corporation will be at liberty to terminate the arrangement forthwith and recover the total committed amount of commission by disposing of the stocks of the Consignor lying in the branch besides forfeiture of the security deposit.
13. That the successful Tenderer shall have to execute an agreement with the Corporation immediately on allotment and shall pay 25% of the minimum assured annual commission upfront in advance at the time of such allotment.
14. That in the event of return of a sold item by any customer on account of any genuine defect the consignor shall accept back such goods and refund the sale price thereof to the customer instantaneously.
15. That the consignor shall abide by the Rules and Regulations relating to business, discipline, Record and accounts keeping as are in force in the Corporation.
16. That in the event of any dispute with any customer on account of mishandling, cheating, mal-practice or any other matter by the consignor or his representative, the consignor shall fully indemnify the Corporation against any loss or damage, pecuniary or otherwise suffered by it.
17. That the consignor shall only and exclusively use the Corporation stationery in conduct of the business and the sale proceeds shall be collected by the Branch Cashier as in respect of sale of own items of the Corporation.
18. That the Managing Director of the Corporation shall have discretion to allow reasonable percentage of sale price as discount on sale of consignment goods when-ever deemed necessary. The amount of discount so allowed shall be borne by the Consignor.

19. That the Consignor shall on an average maintain at every point in time during the currency of the Agreement an inventory of the stock in the branch worth not less than the three times of the minimum assured commission.
20. That the Consignor shall pay consignment commission at the quoted rate on the approved sales target or on actual sales conducted whichever is higher.
21. That the Consignor shall pay all Taxes or duties including VAT Payable on the sales under this arrangement.
22. That in case of the sales against credit cards the card commission shall be borne by the consignor.
23. That any incentive, benefit or subsidy including duty Draw Back whether in cash or otherwise on export sales shall accrue to the Corporation over and above the consignment commission. The Consignor shall have no right on the same and shall not prefer any claim on this account.
24. That the earnest money deposited alongwith the tender shall form part of the security deposit from the consignor with the Corporation for due fulfillment of the consignment arrangement. Security deposit shall be released within 60 days of the expiry of the term after satisfactory fulfillment of obligations of the agreement by the consignor.
25. That the Consignor shall arrange his own personnel for conduct of the sale. However, if so desired by him the Corporation may provide its sales staff to the consignor against payment of service charges as mutually agreed upon.
26. That the Consignor shall conduct the sales under the overall supervision of the Branch Manager.
27. That the commission due to the Corporation on consignment sales shall be recovered on monthly basis by deduction at source from the sales.
28. That the sale proceeds of the goods under this arrangement after deduction of Corporation dues shall be remitted into the Bank Account of the Consignor by the Corporation within one weeks time after close of each month.
29. That in case of any dispute between the Corporation and the consignor relating to the arrangement the decision of the Managing Director shall be binding on the parties.