



SECTION-1

No. : _____

Letter of Invitation

Date : _____

Notice Inviting Proposal No. PD/PMU/SB/ 02/2019-20, DATE: 20/06/2019

The Project Management Unit (PMU) of Sufal Bangla Project, a RKVY supported direct marketing project under Paschimbanga Agri Marketing Corporation Ltd. of Department of Agricultural Marketing, Government of West Bengal invites INDIVIDUAL OFFER for the following 7 (SEVEN) no. of combined retail static stores of SUFAL BANGLA, Mother Dairy - Kolkata and West Bengal Livestock Development Corporation Ltd. and 1 (One) Mobile retail outlet of Sufal Bangla as per TABLE-A given hereunder from Farmers Producers Company (FPC)s/ Farmer Producer Organisation (FPO)s promoted by NABARD for working as Franchisee of the outlets of SUFAL BANGLA at different locations as detailed hereunder:

TABLE-A

Sl No.	Location of the Outlets	Nature of Outlet	Land marks
1	Ahmedpur Bus stand, Sainthia, Dist: Birbhum	Static	----
2	Dhuldanga Road, Rampurhat, Dist: Birbhum	Static	
3	Karmatirtha, Tarapith, Dist: Birbhum	Static	Opposite Tarapith Police Station
4	Tamluk, Purba Medinipur	Static	At the Collectorate Campus of District Magistrate
5	Berhampore Town, Murshidabad	Static	Near Stadium
6	Dinhata, (Chowrahat(West), 1 st floor), Dist: Coochbehar	Static	-----
7	Jaigaon, (Jaigaon Market Complex, Near Jaigaon Bus Stand), Dist: Allpurduar	Static	-----
8	At VIP Road, Kolkata	Mobile	Bhaskar Roy Enclave Apartment

The reserve price would be 2% (TWO PERCENT) of the total sale proceeds as royalty to be paid to Sufal Bangla. So, the intending bidders would have to quote rate in the financial proposal 2% or above in respect of each Stall for selection of successful bidder on competitive basis.

The intending bidders are requested to submit their detailed technical proposal and percentage on total turnover (Sales proceeds) for EACH OUTLETS AS PER TABLE-A as royalty to be paid to Sufal Bangla in financial proposal in accordance with the terms of reference in the format prescribed in the request for proposal, in respect of selection of Franchisee of Sufal Bangla, to be downloaded from the website www.sufalbangla.in. Interested FPCs/FPOs promoted by NABARD may contact the office of the undersigned to obtain further information on working days between 11-00 and 15-00 hours. The selection will be done on Credential and Cost basis. PMU, Sufal Bangla reserves the right to accept or reject any / all proposals without assigning any reason.

The proposals should reach the office of the PD, PMU, Sufal Bangla not later than 12-00 hours of 09/07/2019. Late submissions of proposal would be rejected. The technical proposals will be opened at 13-00 hours of 09/07/2019 and financial proposals of technically qualified bidders will be opened at 12-00 hours of 10/07/2019. The details of schedule of activities are given in Section-2 of this Notice.

A pre-bid meeting will be held on 02/07/2019 at 13-00 hours in the Office of the Project Management Unit, Sufal Bangla, 2nd Floor, Uttarapan Civic Centre, Samabayika Building, Maniktala, Kolkata- 700054.



Project Director

Project Management Unit, Sufal Bangla

SECTION-2

Schedule of bidding process

Sl. No	Activity	Date
1	Date of issue of the Notice	20.06.2019
2	Date of uploading in the website www.sufalbangla.in	20.06.2019
3	Date of publishing in the news paper	24.06.2019
4	Date, time and place of pre-bid meeting	Date: 02/07/2019 Time: 1.00 PM Place: Office Chamber of PD, Sufal Bangla at Project Management Unit, Sufal Bangla, 2 nd Floor, Uttarapan Civic Centre, Samabayika Building, Maniktala, Kolkata- 700054.
5	Last Date and time for submission of Bids	Date: 09/07/2019 Time: 12.00 Noon
6	Time and Date for opening of Technical Bids	Date: 09/07/2019 Time: 01.00 PM
7	Date for uploading of list of technically qualified bidders in the website: www.sufalbangla.in	09/07/2019
8	Time and Date for opening of Financial Bids of the technically qualified bidders	Date: 10/07/2019 Time: 12.00 Noon

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20/6/19

SECTION-3

Instructions to Bidders (ITB)

A. General

1. **Background:** SUFAL BANGLA (SB) is a RKVY supported direct marketing project under Paschimbanga Agri Marketing Corporation Ltd. of Department of Agricultural Marketing, Government of West Bengal. The project aims at establishing direct value chain from the producers to the consumers, so that the producers enjoy maximum share in consumers' price.

2. **Business Model:**

The Project Management Unit (PMU) has developed a business model from 2016-17 onwards where Combined Retail stores of SUFAL BANGLA, Mother Dairy - Kolkata and West Bengal Livestock Development Corporation Ltd. are being managed by Franchisees i.e. FPCs. In Business Model, Franchisee will be responsible for entire operation like procurement of fruits and vegetables, aromatic & non aromatic rice, pulses etc. direct from the farmers at declared price by Sufal Bangla, maintenance of entire Supply Chain, Sale Management including manpower, selling at a price not more than the declared price of Sufal Bangla etc. Stores operated under Business are furnished below.

Static Locations: i) Siliguri PMY, ii) Uttarayan, Matigara, Siliguri iii) Jalpaiguri, iv) Alipurduar, v) Dinhata (Coochbehar), vi) Bolpur, Birbhum, vii) Suri, Birbhum, viii) Bankura, ix) Bishnupur, x) Kestopur, Kolkata xi), Jaigaon, Alipurduar, xii) Katwa, xiii) Baruipur, xiv) New Alipore, Kolkata xv) Salt Lake, Kolkata, xvi) Ironside Road, Kolkata, xvii) Tollygunge, Kolkata, xviii) Belgachhia, Kolkata, xix) Nalban, Saltlake, xx) Sukhobristi, Newtown etc.

Mobile Vending Outlet: i) Uniworld City, Rajarhat-New Town, ii) Lake Gardens Govt. RHE, Kolkata, iii) Ekta Floral Housing, Tangra, Kolkata, iv) Dream Excellency, Rajarhat, v) A] Block, Salt Lake, vi) Rosedale Garden, New Town, vii) CA Block Salt Lake, viii) Active Acres, Kolkata, ix) Santiniketan Campus, Birbhum, x) Pearson Pally, Birbhum, xi & xii) 2 at Siliguri Town, xiii) Jalpaiguri Town, xiv) Coochbehar, xv) Neelachal Abasan Co-Operative Society, Kolkata, . xvi) Alaka Abasan, New Town, Kolkata xvii) Aayakar Abasan, Kolkata-700107 etc.

3. A pre-bid meeting will be held on 02/07/2019 at 13-00 hours in the Office of the Project Management Unit, Sufal Bangla, 2nd Floor, Uttarayan Civic Centre, Samabayika Building, Maniktala, Kolkata- 700054.

4. **Selection of Franchisee:** A notice inviting EOI in two stages for registered FPCs having valid CIN/ Farmer Producer Organisation (FPO)s promoted by NABARD will be invited for selection of Franchisee(s) for the said 8 (Eight) retail outlets of Sufal Bangla.

P. Chinn
26/5/19

5. **Evaluation of Proposal:** The evaluation of the technical bid will be done on the basis of the of the following aspects:

Sl. No.	Criteria	Maximum Score	Remarks, if any
1	Credential *	20	8 marks for running one static outlet of Sufal Bangla 4 marks for running one Mobile outlet of Sufal Bangla 2 mark for representing in One Mela 2 mark for working as extension manager in one District
2	Annual Turn Over in Lakh Rs. **	10	10 marks for turnover of Rs. 10 Lakh and above 7 marks for turnover of Rs. 5 Lakh to less than 10 Lakh 5 marks for turnover of Rs. 1 Lakh to less than 5 Lakh 2 marks for turnover less than Rs. 1 Lakh
3	Farmers base for supply chain (No.)***	30	30 Marks for having farmers more than 1000 28 Marks for having farmers from 500 to 1000 25 marks for having farmers from 100 to less than 500 22 marks for having farmers less than 100
4	Business Plan	30	
5	Financial status (Cash balance as on 31.03.2019) ****	10	10 marks for cash balance of Rs 10 Lakh and above 8 marks for cash balance from Rs 5 Lakh but less than Rs 10 Lakh 6 marks for cash balance of Rs. 1 Lakh to less than Rs. 5 Lakh 4 marks for cash balance less than Rs 1 Lakh

*Copy of work order(s) is to be submitted.

** Supportive document(s) is to be submitted.

*** List of farmers is to be submitted.

**** Photo copy of the Bank Pass Book to be submitted.

After evaluation, the applicant FPCs/ FPOs promoted by NABARD securing 50 marks out of 100 will be considered eligible and financial bid of the respective FPC/FPO promoted by NABARD will be opened.

6. The Franchisee will receive premium earned through selling of Fruits and Vegetables and other products and has to deposit a share of the total sale proceeds of outlets at rate, to be determined during financial bidding.

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20/10/19

7. Date and time schedule:

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4	Date, time and place of pre-bid meeting	Date: 02/07/2019 Time: 1.00 PM Place: Office Chamber of PD, Sufal Bangla at Project Management Unit, Sufal Bangla, 2 nd Floor, Uttarapan Civic Centre, Samabayika Building, Maniktala, Kolkata- 700054.
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8	Time and Date for opening of Financial Bids of the technically qualified bidders	Date: 10/07/2019 Time: 12.00 Noon

P. Chinn
20/6/19

ENCLOSURES TO BE SUBMITTED ALONG WITH TECHNICAL BID.

- (a) A complete action plan regarding procurement, supply chain management, sale management etc.
- (b) Photocopy of proof regarding Registration of Organization under Registrar of Companies/ Endorsement of NABARD in case of Farmer Producer Organisation (FPO)s promoted by NABARD.
- (c) Photocopy of Credentials for working with similar nature of work with State Govt. or other bodies under State Govt.
- (d) Photocopy of PAN
- (e) Photocopy of trade licence/Certificate of enlistment
- (f) Photo copy of GST Registration
- (g) Audit copy of last Financial Year.
- (h) Supportive Documents as mentioned in the Evaluation of proposal in point no. 5 of Section- 3: Instructions to Bidders (ITB)
- (i) Earnest Money Deposit (EMD): Earnest Money Deposit (EMD) @ Rs. 10,000.00 (Rupees Ten Thousand Only) for each STATIC outlet and @ Rs. 5,000.00 (Rupees Five Thousand Only) for the MOBILE outlet as per TABLE-A should be deposited in the form of a Bank Demand Draft (DD), which means intending bidders should deposit separate Bank Draft for separate Outlet as mentioned in TABLE-A. The DD must be drawn in favour of PROJECT DIRECTOR, SUFAL BANGLA payable at Kolkata. The DD should not be drawn before the date of publication of this notice. **The DD must be attached with the Technical Proposal.**

[Handwritten Signature]
20/10/19

Request for Proposal (RFP)

Content of RFP

This set of RFP comprises the following documents:

PART I

Section-1: Letter of Invitation

Section-2: Schedule of bidding process

Section 3. Instructions to Bidders

Section 4. Technical Proposal - Standard Forms

Section 5. Financial Proposal - Standard Forms

Section 6: Terms and conditions

Submission of Proposal

SEPARATE PROPOSAL FOR SEPARATE OUTLET AS PER TABLE-A shall be submitted in one original and a copy marked "ORIGINAL", and "COPY" as appropriate. The copy shall be made from the signed original. If there are discrepancies between the original and the copy, the proposal marked original shall be considered.

The original and the copy of the Technical Proposal shall be placed inside of a sealed envelope marked "TECHNICAL PROPOSAL", "Name of the Assignment", "reference number", "name and address of the FPC/FPO promoted by NABARD", and with a note, "DO NOT OPEN UNTIL 13-00 hours of 09/07/2019".

Similarly, the original and the copy of the Financial Proposal shall be placed inside of a sealed envelope marked "FINANCIAL PROPOSAL", "name of the assignment", "reference number", "name and address of the FPC/FPO promoted by NABARD" and with a note, "DO NOT OPEN WITH THE TECHNICAL PROPOSAL" and "DO NOT OPEN BEFORE 12-00 hours of 10/07/2019".

The sealed envelopes containing the Technical and Financial Proposals shall then be placed into another envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Bidder's name and the address.

In case of failure to seal the envelopes and markings as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

The Proposal or its modifications must be sent to the office of the Project Director, PMU, Sufal Bangla, 2nd floor, Uttarapan Civic Centre, Maniktala, Kolkata- 700054 and received by the Client no later than by 12-00 hours of 09/07/2019 or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

The Employer may extend the deadline for submission of bids by issuing an amendment to notice inviting proposals.

A handwritten signature in blue ink, followed by the date 26/6/19.

SECTION-4

Technical Proposal- Standard Forms

[All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal]

FORM - T1: TECHNICAL PROPOSAL SUBMISSION LETTER

[Location, Date]

To:

The Project Director
Project Management Unit,
Sufal Bangla
2nd Floor, Uttarapan Civic Centre
Maniktala, Kolkata- 700054

Dear Sirs:

We, the undersigned, offer for franchisee of the combined store of SUFAL BANGLA at _____ (NAME OF THE OUTLET) as per your terms and conditions in accordance with your Request for Proposal No. _____ and our proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client/Employer.

Our Proposal shall be valid and remain binding upon us for the period of 12 months after the deadline date for submission of proposal.

We meet the eligibility requirements as stated in ITB and we confirm our understanding of our obligation to abide by the Government's laws in regard to fraud and corruption.

Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date decided by the Employer.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:


22/1/19

SECTION-5
Financial Proposal - Standard Forms
Form F1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
The Project Director
Project Management Unit,
Sufal Bangla
2nd Floor, Uttarapan Civic Centre
Maniktola, Kolkata- 700054

Dear Sirs:

We, the undersigned, offer for franchisee of the combined store of SUFAL BANGLA at _____ (NAME OF THE OUTLET) for providing support to PMU, Sufal Bangla in accordance with your Request for Proposal No. _____ We are hereby submitting our Proposal, which includes this Financial Proposal and a Technical Proposal sealed in a separate envelope

Our Financial Proposal is for the amount of @ ----- % (----- percent only) {Indicate the figure} of the total overall turnover.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,



A handwritten signature in blue ink, followed by a horizontal line and the date '20/5/19' written below it.

Authorized Signatory [In full and initials]

Name and Title of Signatory

In the capacity of

Address

E-mail

SECTION-6

Terms and Conditions to be abided by the Franchisee of retail outlets of SUFAL BANGLA.

Sufal Bangla is a RKVY supported direct marketing project under Paschimbanga Agri Marketing Corporation Ltd. of Department of Agricultural Marketing, Government of West Bengal. The project aims at establishing direct value chain from the producers to the consumers, so that the producers can enjoy maximum share in consumers' price. The project is being implemented in and around Kolkata, Howrah, North 24 Parganas, South 24 Parganas, Bankura, Birbhum, Hooghly, Purba Bardhaman, Darjeeling, Jalpaiguri, Coochbehar & Alipurduar by the Project Management Unit of Sufal Bangla (hereinafter referred as the PMU).

1. The Franchisee will have to sell the products of Sufal Bangla and their partner ORGANISATIONS at notified prices on our website i.e. www.sufalbangla.in and the Franchisee will also have to sell the products of other ORGANISATION(S) in its (their) terms and conditions as would be communicated in due course.
2. The Franchisee shall deposit a share of the total sale proceeds of the Store at rate as determined against that particular outlet during bidding to Sufal Bangla.
3. The PMU shall decorate and furnish the stores in all respect at its own cost.
4. The PMU/ PLU (Project Liaison Unit) of Sufal Bangla of the concerned District shall provide crates, printer fitted weighing scales, furniture, fixtures, Visicooler & Deep Freeze and other items as it may deem necessary to the Franchisee.
5. The Franchisee shall maintain all the inventories, furniture and fixtures properly and the Franchisee shall be held responsible for any loss and/or damage of the inventories, furniture and fixtures provided by the PMU/PLU (Project Liaison Unit) of Sufal Bangla of the concerned District.
6. No addition, alteration and change in civil, electrical and decoration of the store shall be allowed without prior written permission of the PMU/ PLU (Project Liaison Unit) of Sufal Bangla of the concerned District.
7. The Franchisee shall have to pay the electricity bill as per meter/sub meter fixed by the PMU/ PLU of the concerned District every month within the due date and no dues shall be allowed. The Franchisee shall be responsible for any sort of irregularity in use of electricity and violation of terms and conditions of West Bengal State Electricity Distribution Company/CESC.
8. Fixation of posters, banners, and canvassing, audio/visuals or market promotion activities will be allowed subject to approval of the PMU/ PLU of Sufal Bangla of the concerned District and initially the cost will be borne by the PMU, Sufal Bangla.


20/1/19

9. Manpower for the Outlet(s):

- i) The Franchisee shall have to deploy sufficient manpower from the very first day of commencement of the Outlet(s) for procurement, sale, grading, assorting and accounting;
- ii) The PMU/ PLU of Sufal Bangla of the concerned District shall not be held responsible for payment of salary/remuneration to the employees/workers of the Outlet(s) including Professional Tax and EPF. The PMU/ PLU of Sufal Bangla of the concerned District shall have no liability towards the deployed personnel of the Franchisee;
- iii) The PMU/ PLU of Sufal Bangla of the concerned District will only arrange for training of the deployed personnel for skill development, if required;
- iv) The Franchisee shall be held responsible for any sort of unholy alignment of the deployed personnel.

10. The Franchisee shall maintain hygiene of the areas where Outlet (s) will operate at their own cost and direction issued by the PMU/ PLU of Sufal Bangla of the concerned District in this regard shall be strictly adhered to by the Franchisee.

11. The selected Franchisee will have to obtain licenses including trade license from the local bodies in respect of the Outlets.

12. Stocking and sale of any other product/produces will not be allowed without prior written permission from the PMU/ PLU of Sufal Bangla of the concerned District.

13. Procurement, sale, pricing, weighing, security deposit, accounts and record keeping of Product/Produces will be governed as follows:

- (i) The Franchisee shall procure vegetables and other Agricultural produces from the individual farmers or groups like FIG/FPO/FPC/Farmers Club/Cooperative Society/SHG at notified procurement price.
- (ii) The PMU/ PLU of Sufal Bangla of the concerned District may direct the Franchisee for sale of a specific or various products or to procure agricultural produce from any farmer/farmers facing distress, which shall be binding upon and obligatory to the Franchisee;
- (iii) The PMU/ PLU of Sufal Bangla of the concerned District may utilise the entire infrastructures and system or part of it for market intervention programme for any specific or series of produces, as per order passed by the West Bengal Government;
- (iv) The PMU/ PLU of Sufal Bangla of the concerned District shall notify the minimum procurement prices and maximum retail prices for the next day of scheduled agricultural produces daily within 2 PM;
- (v) The Franchisee shall not be allowed for any transaction without issuance of money receipts generated from printer fitted weighing scales which were provided by the PMU / PLU (Project Liaison Unit) of Sufal Bangla of the concerned District or any other manner as would be approved by the PMU/ PLU of Sufal Bangla of the concerned District;


20/11/19

- (vi) At the end of the every day, a consolidated sale statement of all produces/products of each Outlet has to be prepared and subsequently a consolidated fortnightly report of sale proceeds of each Outlet has to be submitted to the PMU after necessary verification by the PLU of Sufal Bangla of the concerned District/ direct to the PMU as the case may be. On the basis of this statement, after scrutiny, the PMU will prepare a monthly statement of sale proceed and raise bill in favour of the Franchisee at rate that was quoted by the Franchisee during selection through competitive bidding and accepted by the PMU. The Franchisee shall deposit the claim within two days in the bank account of the PMU;
- (vii) The selected Franchisee shall have to deposit **Rs. 20,000/-** (Rupees twenty thousand) only as security deposit for EACH STATIC outlet and **Rs. 10,000/-** (Rupees Ten Thousand) for the MOBILE outlet only to the PMU as per TABLE-A.
14. The PMU/ PLU of Sufal Bangla of the concerned District may provide a suitable no. of vehicle with logo, signs and text on its chassis to the selected Franchisee for the purpose of procurement, transportation and for retail vending of the produces/products.
- i) If vehicle is provided by the PMU, SUFAL BANGLA / PLU of Sufal Bangla of the concerned District, then
- a) The Franchisee shall provide driver, fuel, toll etc. at their own cost;
- b) Minor repair and maintenance will be done by the Franchisee, but no major change in parts, engine, chassis and signs/logo/write up what so ever shall be done by the Franchisee without prior written permission from the PMU/ PLU of Sufal Bangla of the concerned District;
- c) The Franchisee has to pay the amount imposed as penalty for any violation of traffic rules and the Motor Vehicles Act;
- d) The PMU shall pay the premium of insurance of the van etc.
- ii) The PMU/ PLU of Sufal Bangla of the concerned District reserve the right to withdraw the vehicle with a prior Notice.
15. In case of any unauthorised sale or any other financial or marketing malpractice, suitable penalty including termination of this agreement may be done and final decision in this regard shall be taken by the PMU/ PLU of Sufal Bangla of the concerned District.
16. The Franchisee may be allowed to carry on wholesale business of any particular or all the products with prior written permission from the PMU/ PLU of Sufal Bangla of the concerned District in this regard.
17. For efficient dump management the Franchisee shall reserve the right for disposal of the produce in bulk to any consumer/consumers at prices not exceeding notified maximum retail price for the day of sale. In such cases the Franchisee shall have to obtain no objection from the PMU/ PLU of Sufal Bangla of the concerned District before initiation of such operation.


25/10/19

18. The Franchisee shall act as per packaging policy of the PMU and clear all garbage daily as per the directions issued by the PMU in this regard.

SPECIAL TERMS AND CONDITIONS TO BE FOLLOWED BY THE FRANCHISEE IN RESPECT OF THE PRODUCTS OF THE WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LTD.

- i) The Franchisee will get the benefit of wholesale price (which will not be less than 10% of the MRP but some cases it will be more than that) fixed from time to time by the West Bengal Livestock Development Corporation Ltd. (hereinafter referred to as the WBLDC);
- ii) The Franchisee shall have to place a firm indent to the WBLDC on the date of supply indicating the requirement of the Franchisee for the next supply;
- iii) All products will be supplied by the WBLDC subject to the availability of its stock on the specified date of supply in standard packaging only;
- iv) No order will be served without A/C Payee cheques/Bank Draft drawn in favour of the West Bengal Livestock Development Corporation Ltd. payable at Kolkata issued by the Party of the Other Part;
- v) All the payment shall be made through A/C Payee Cheque/Draft/cash. For dishonoured cheques, the Franchisee will be held responsible and shall have to bear the bank charges, payments and penalty as would be determined by the WBLDC. In such cases, the WBLDC shall be at liberty to stop the supply of all its products until the arrear payments are realised from the Franchisee;
- vi) Products will be supplied to the Franchisee on specified date preferably between 2.00 P.M. to 7.00 P.M. the date and time of delivery is subject to change due to unforeseen reasons;
- vii) All products are to be sold by the Franchisee at the price fixed from time to time by the WBLDC;
- viii) All products are to be kept by the Franchisee properly in Deep Freeze/Refrigerator;
- ix) The Franchisee shall have to apply formally to the designated officer of the WBLDC, in prescribed forms/formats supported by all documents as would be determined by the WBLDC;
- x) The stock of the Franchisee in respect of products of the WBLDC shall be liable for inspection to the Authorized Representative(s) of the WBLDC as and when required;
- xi) Product/Products once sold to the Franchisee shall not be taken back by the WBLDC;
- xii) Any rejection shall have to be done on the spot of delivery of the products and the Franchisee should return the same to the WBLDC on the spot at the time of delivery itself. Rejected products may be replaced during next consignment or can be adjusted with current supply;
- xiii) All products duration of life will be mentioned on the packets and all the products shall have to be sold by the Franchisee within the said period;


20/11/19

- xiv) In case of any unfair means adopted by the Franchisee in respect of the products of the WBLDC, the WBLDC will be at liberty to stop supply of all its products to the Franchisee;
- xv) In respect of any dispute or any point arising out of above special terms and conditions in respect of the WBLDC, the decision of the Managing Director, West Bengal Livestock Development Corporation Ltd., West Bengal shall be final and binding upon the Franchisee.

SPECIAL TERMS AND CONDITIONS TO BE FOLLOWED BY THE FRANCHISEE IN RESPECT OF THE PRODUCTS OF THE MOTHER DAIRY CALCUTTA.

- i) A margin cum cost sharing amount will have to be borne by Franchisee to the MDC;
- ii) The Franchisee shall have to be responsible for the quality, quantity of the products as supplied by the MDC taking all kinds of preventive measures related to handling of perishable products maintaining cold chain;
- iii) The cleanliness and upkeep should be maintained on daily basis, duly keeping the store/stores open throughout the time from morning to evening, assuring optimum service to the consumers at their desired level of satisfaction;
- iv) The Franchisee has to place indent to the Distributor of the MDC for Milk and Milk products/ Ice cream/ packaged drinking water for subsequent sale of this items, duly enjoying retailers' commission as applied;
- v) The Franchisee may also be allowed to sell other allied products as being sold from Dairy booths of the MDC, taking from authorized suppliers/parties only;
- vi) The Franchisee shall have to apply formally to the designated officer of the MDC i.e. The Chief General Manager, Mother Dairy Calcutta, in prescribed forms/formats supported by all documents as would be determined by the MDC;
- vii) The Franchisee shall have to abide by the rules strictly as would be specified by the MDC from time to time.

19. The Venture shall remain valid for Two years which may be extended upto Five years from the date of commencement unless unsatisfactory performance by the Franchisee.

P. Chinn
23/12/19