



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

LB-2, Sector-III, Salt Lake City, Kolkata – 700 106

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Website: www.wbldc.in Toll Free No. 18002000823

NIT No. - LDC-PR/2018-19/3415

Dated:- 01/10/2018

NOTICE INVITING TENDER

Sealed tenders are hereby invited by the Managing Director, W.B.L.D.C. Ltd. from the interested businessman or organization preferably having experience in restaurant business for **‘Running Garden Restaurant (KAVIAR) at Central Store, WBLDC Ltd.’ -at Belgachia Office premises- 2nd Call** for catering delicious frozen or hot ‘ready-to-eat’ ‘Haringhata Meat’ (snacks items) prepared in hygienic kitchen therewith and submit their offer in the prescribed format from **03.10.2018, 10AM up to 31.10.2018; 05:00 PM**. The details papers including the application form can be availed from the Office of the undersigned at LB-2, Sector-III, Salt Lake City, Kolkata-700106 on payment of a cost of Rs. 100/- (Rupees One Hundred) only in cash on or before **31.10.2018, 04:00 PM**.

Managing Director
W.B.L.D.C.Ltd.

FORM OF APPLICATION**(Running Garden Restaurant at Central Store, WBLDC Ltd.' -at Belgachia Office premises-2nd Call*)**

SL. No.	Description	Venue	Monthly License Fee Offer excluding GST (Values only in Rs.; to be entered by the Bidder) (Both in words & figures)
1.	Running Garden Restaurant (KAVIAR) at Central Store, WBLDC Ltd.' -at Belgachia Office premises	Central Store, Belgachia, 37, K.B. Sarani, Belgachia	

1. Name of the Party	
2. Communication Address	
3. Phone No. / E-mail Id:	
4. (i) Father's Name (in case of individual/ proprietorship business) (ii) Type of Organization: Proprietorship/partnership/limited Company (iii) In case of Partnership/Limited Company documentary proof be placed	
5. Nature of business, if any, with address of business unit/units and date of starting of the business	
6. Annual Turn-Over of the Company/ Firm supported with documents	
7. Whether possessing FSSAI License to run the food business? If yes, then attach a photocopy of the same.	
8. Whether possessing Trade License issued by local Municipality / Panchayet? If yes, attach photocopy.	
9. Capital investment of the Organization	
10. GST No. of the Company / Firm (attach GST Registration Certificate)	
11. Experience/Credential (Attach extra sheet if required)	

(Signature with date & Seal)

*Application must reach to the office of the undersigned in sealed envelope super-scribed as '**Running Garden Restaurant (KAVIAR) at Central Store, WBLDC Ltd.**' -at Belgachia Office premises – 2nd Call vide NIT No. - LDC-PR/2018-19/3415; Dated:- 01/10/2018.

1. The Eligibility Criteria: Company/Firms/LLP/Proprietorship Concerns are eligible to participate, directly or through their sponsored entity, be it a company, firm; LLP provided they fulfil the following conditions:
 - (a) Sponsored participating bidders must furnish authorization from its sponsoring entity.
 - (b) Average annual turnover of the applicant or of the sponsoring unit of **Rs. 10 lakh** or more each in last financial year (Desirable).
 - (c) Should possess License for Trade and FSSAI registration / License to run the food business.
2. Offers to be submitted in sealed cover on or before **31.10.2018** up to **05:00 PM**. Bids will be opened & evaluated on or after **01.11.2018; 11:00 AM**. Application must be made in original tender form issued by this Corporation, supported with all relevant enclosures and an '**Earnest Money Deposit**' of **Rs. 10,000/- (Rupees Ten Thousand) only** in shape of Demand Draft in f/o – 'W.B. Livestock Development Corporation Ltd.' payable at Kolkata and reach to the office of the undersigned / dropped into the tender box at office of the undersigned on or before last date as mentioned above.
3. EMD of unsuccessful bidder will be refunded back to them as soon as the tender will be settled. However, the EMD of selected bidder will be retained by this Corporation till the agreement is executed. This EMD amount may be adjusted Security Money / as will be instructed later.
4. Applicants having relevant experience / credential in operating food business operation will be given due advantage over the beginners.
5. Trade License under food category, FSSAI License/ Registration and GST Registration are required to apply for the tender.
6. The tender selection committee of this office will evaluate the bids dropped against this notice, evaluate them as per submitted proof of documents and based on their declaration. If any document submitted or declaration made by the applicant found incorrect / forged / truth-hiding with or without any malafide intension.

DRAFT AGREEMENT FOR LEASE AND LICENSE

This Agreement made on ____ day of _____, two thousand eighteen.

By And Between

West Bengal Livestock Development Corporation Limited (A Govt. of West Bengal Undertaking under the Deptt. of Animal Resources Dev. Deptt.) a Company Registered under the Companies Act, 1956 and having its Registered Office at LB-2, Sector-III, Salt Lake City, Kolkata – 700 106, hereinafter referred to as “**WBLDCL**” the details of which have been given in **Schedule A** (which term or expression shall unless excluded by or repugnant to the context be deemed to include its assignees, liquidators and receivers) on the **One Part**.

AND

_____, Company/Partnership/LLP/proprietary business unit having its registered office/recorded address at _____ represented by _____, hereinafter referred to as “**Dealer**” (**Gold**) the details of which have been given in **Schedule B** (which term or expression shall unless excluded by or repugnant to the context be deemed to include its assignees, liquidators and receivers) on the **Other Part**.

Whereas under the authority of the State Government WBLDCL started the projects for developing marketing network and also assigning and encouraging growth of hygienic chicken marketing and popularization of non-conventional meat and meat products and also other meat products including agriculture products to serve the general public by entering into an Agreement for sale of meat and meat products through ‘**Dealer**’ which is more particularly described in the **Schedule B**.

AND

Whereas the Corporation has built up a well-equipped sales unit/AC Food Court/kiosk/ shop at _____, and invited applications through Tender/e-tender from resourceful business units/persons to run the referred built up a well-equipped sales unit/AC Food Court/kiosk/ shop and maintain the same at his own cost

AND

Whereas _____, has applied to **WBLDCL** to allow him to run business as a Dealer(gold) and fulfilled the eligibility criteria as specified in the tender/e-tender documents, the full particulars of whom have been described in **Schedule ‘B’** hereunder for the purpose of carrying on the business for sale of raw as well as ready to eat meat and meat products to the general public and **WBLDCL** has agreed to grant lease and license to act as a Dealer(golden) on terms and conditions specified hereinafter.

AND

Whereas WBLDCL has agreed to grant License for acting as a Dealer (golden) for business for sale of ready to eat meat and meat products from the date of signing of this Agreement or from any other date as may be mutually agreed to by both the parties within a period of 7 days after the date of the Agreement.

Now this Agreement witnesseth as follows:

GENERAL TERMS & CONDITIONS

1. That this Corporation, **WBLDCL**, hereby grant this License to _____ to start the said business at _____, or _____, with the Licensee's own persons and in accordance with the terms and conditions as have been specified in this Agreement.
2. The selected bidder shall take the charges of all movable/immovable assets presently lying at the 'KAVIAR' garden restaurant at Central Store, Belgachia Office premises of the Corporation for setting up of the same, as will be decided by the Corporation. In this regard, the term 'Garden Restaurant' implies for only the Kitchen and 4 Nos. of sitting arrangements with Umbrella structures. **A comprehensive list of materials to be supplied by the office for running the business will be provided at the time of executing agreement.**
3. **The electricity cost charged against the separate meter meant for the garden restaurant along with other maintenance cost for the same shall have to borne by the selected party.** Negligence from his part, if found at any stage in paying electricity charge etc. and subsequent disconnection of electricity ensues, Corporation will not take any responsibility in this respect.
4. **Premises, Furniture, Fittings, Crockery, Cutlery & Equipments (if any):-** Corporation shall permit the licensee to use the Base Kitchen along with all amenities and Garden Restaurant of the premises including sheds, chairs, fixtures and other items as per inventory prepared at the time of executing agreement.
5. Notwithstanding anything contained in this license agreement, the licensed premises shall for all purpose continue to be under the possession of the licensor. The licensee shall have the right to use it during the period of validity of the license and in accordance with the terms and conditions of this license agreement.
6. Anything other than the items mentioned in the inventory stated above and required by the day to day operations of the restaurant shall be arranged by the licensee at his own cost.
7. The licensee shall neither sell / serve any alcoholic drinks either in the restaurant or anywhere in the premises, nor will he / she allow the guests to consume such drinks in the premises.
8. The licensee shall provide to the Managing Director, WBLDC Ltd or his authorized representative, free of cost the samples of cooked items for checking / laboratory testing of the food quality prepared and served by him.
9. The licensee shall undertake all repair works including all replacement during the period of the license. Major repairs (if any) to the premises not resulting from the act of negligence / mishandling etc. attributable to the licensee or his/her employees/ staff will be carried out by the licensor. The licensee shall not be allowed to make any structural modifications, changes in the interior design of the restaurant premises without expressed written consent of the licensor.
10. The licensee shall ensure that his staffs are neat and clean, claded in proper uniform (provided by the licensee) and be polite to the guests/ visitors. Licensee shall also get the antecedents of all his/her staffs verified before engaging them in the restaurant.

11. In case of any complaint of misbehaviour or improper conduct on the part of any employee / staff of the licensee, the licensee shall immediately taken action against such employee's suomoto or at the instance of the Managing Director, WBLDC Ltd.
12. The licensee shall be responsible for proper upkeep and maintenance of hygiene in the premises including kitchen, washrooms, adjoining drains etc. He / She shall also be responsible for proper disposal of waste and garbage generated in and incidental to the restaurant operation.
13. The upkeeping & maintenance of the entire garden, lawn and fountain etc. although not under his possession, shall be done by the selected party.
14. The licensee shall engage his/her own staff / employees for work in the kitchen, for cooking, serving food, cleaning, sweeping etc. Only essential kitchen staffs shall be allowed to stay overnight in the premises and a list of such staff along with their valid Photo ID card has to be submitted to the Corporation immediately after starting the business.
15. No responsibility in respect of wages, PF, ESI, bonus, other benefits or other obligation in respect of their conduct, performance, duties etc. shall lie upon the licensor.
16. As the garden restaurant (KAVIAR) is situated within the campus of Central Store, Belgachia Office, it is the responsibility of the selected party to take proper care of the assets of the office premises on off-working hours of the office and holidays. Any laxity in this regard will be seriously taken care of.
17. The licensee shall keep the Restaurant open during fixed hours as the Managing Director, WBLDC Ltd. will decide.
18. The selected party shall also have to mandatorily supply food and beverages for the 'Suvakkhan' guest house of the Corporation as and when required, on payment basis. Payment for the same shall have to be collected from the guests by the selected agency himself and Corporation holds no liability in this regard.
19. The catering and restaurant service shall be extended to the inmates of the guest of Subhakkhan guest house or for any event / programme at the Corporation's office **on priority** basis.
20. The price list for cooked items shall be prepared by the licensee as per his own assessment and the same **must be vetted** by the WBLDC Ltd. The fixed rates for all possible items must be displayed at a prominent place by the licensee at his own cost.
21. The Licensee shall get the water from the Corporation, for his/her operations.
22. Any loss or breakage of property or assets of the kitchen amenities or restaurant (apart from normal wear and tear) must have to be paid by the selected agency to the Corporation, failing to which it will be adjusted from the **Security Money of Rs. 1,00,000/- (Rupees One Lakh) only** deposited by the agency during or before executing the contract agreement with this Corporation.
23. The security deposit shall cover the building infrastructures, furniture and fixtures to be handed over to him under this agreement and towards regular payment of monthly license fees, and other liabilities such as license fees arrears, water and electricity dues, damages to premises, furniture, fixtures, crockery, cutlery, and equipments (if any), as the case may be.
24. Initially the period of agreement will be for 2 (Two) years, which may further be extended up to maximum 1 (One) year depending upon performance of the party, as evaluated time to time. Decision of the Managing Director, WBLDC Ltd., in this respect shall be final and binding upon the party. Once

decided and intimated to the party in written about cessation of the agreement, the premises shall have to be vacated immediately and be handed over to the Corporation along with all the movable and immovable assets as received during the agreement. Any asset (s) damaged due to depreciation with time, shall solely be matter of consideration by the Corporation, whether it has to be refunded back or not.

25. Upon selection, the party shall mandatorily have to take **Dealership (Gold)** of 'Haringhata Meat' for taking the advantage of Dealers' discount on all raw and frozen product range of 'Haringhata Meat' along with Non-Meat items. All the terms and conditions for offering dealership, as amended from time to time will independently stand applicable on the party.

26. Hence, the **'One time registration fees'** of **Rs. 25,000/-** for Dealership (Gold) and **Rs. 1,000/- Security Deposit for POS machine shall have to be separately deposited by the party upon selection for being a Dealer of Haringhata Meat.**

27. **Penal provisions:-**

(i) During the tender materialization process or before the agreement being executed with the successful bidder, if any bidder fails to agree with the terms or conditions even after submission of tender, or if fails to execute the agreement within the stipulated time frame, he/she will be blacklisted for participation in any tender with this Corporation.

(ii) During any period after execution of the agreement and taking over the charges of the premises, the licensee shall be liable for penalty up to **Rs. 10,000/- per instance cases** such as the following:

- (a) Inappropriate behaviour of the licensee/ his staff
- (b) Any compromise on quality of food or service.
- (c) Improper use of premises.
- (d) Non-maintenance of service-standard.
- (e) Per 'One month' failure to deposit license fee in time.
- (f) Failure to adhere all the provision of this agreement.

28. The Licensee shall not assign the rights or responsibilities under this license to anyone nor he can sublet all/any part of the premises to any other third party under any circumstances.

29. Either party holds right to terminate this agreement and get rid off from the contract by giving a minimum of 3 month's notice in writing.

30. That the **Licensee** should deal in the business of the products supplied by **WBLDCL** and shall not deal in any other business or item of products without prior written permission from **WBLDCL**;

31. The details of security deposit be recorded in **Schedule 'C'** attached herewith. The party shall be treated as a dealer of the Corporation and accordingly he shall have to pay a registration fee of `_____ and refundable deposit `_____.

32. That the Dealer shall pay a License fee of `_____ per month (quoted amount) plus GST as applicable from time to time (the present rate is 18%) whether any bill has been raised on him or not. The Dealer shall be bound to pay the licence fee plus GST within 1stseven days of the succeeding month failing which his dealership right may be cancelled and his Agreement will cease with immediate effect on written notice by **WBLDCL**. The dealer shall also be bound to return the sales

unit/AC Food Court/kiosk/shop including all equipments without any encumbrances as was handed over to him on lease and license basis immediately on cessation of the Agreement. **WBLDCL** may also take other legal actions as it may deem fit.

33. The License fee as specified herein shall remain valid for 1 year only from the date of this Agreement after which it will be reviewed by **WBLDCL** and fix up a new monthly License fee which the dealer shall be bound to pay failing which the same shall be treated as breach of contract and **WBLDCL** shall have the right to terminate the contract without any notice period. Any Leniency on the part of **WBLDCL** shall not be taken as waiver of the conditions contained in this Agreement.
34. The dealer must have proper license from appropriate authority for running such business of meat and meat products or other food products and it will be its sole responsibility to pay all applicable taxes, rates and duties arising on account of running the business by the dealer and it should indemnify **WBLDCL** from any loss arising on account of any failure on the part of the dealer to pay such applicable taxes, rates and duties at the appropriate rates including any interest/penalty if imposed by any such levying authorities.
35. The Dealer should place indent before the sales office of the Corporation at Belgachia Central Stores and sales office/Haringhata Meat Plant and at least 2 days before the date he desires delivery of the materials. It may however be remembered that according to the availability of materials the delivery may be either earlier or delayed by a day or two.
36. The Dealers shall have to make payment for the materials at the time of delivery either in cash or through cheque or through the payment gateway the details of which will be communicated to him in due course. In case of payment by cheque if the cheque is dishonoured not only further delivery will be stopped but also the dealer shall have to pay the cheque amount in cash including 5% of the cheque value as penalty charge for such dishonor of the cheque.
37. If for any reason the Licensee feels that it is difficult for him to run the business on his part after starting the business of the dealer and signing this agreement he may, at his discretion, come with proposal for reconsideration of any of the terms and conditions of this agreement and **WBLDCL** may try to mitigate his difficulties if found proper and real but the agreement will remain in vogue until the same is cancelled in writing by **WBLDCL**. This however does not provide any guarantee that **WBLDCL** will accept the proposal for changes in this agreement of the Dealer. Such approach of the Dealer to **WBLDCL** shall not be entertained at least before the expiry of a minimum period of six months.
38. The **Licensee** hereby agrees that he will not sublet or sublease the business unit granted to him on lease and licence basis to run the business without proper written permission of **WBLDCL**.
39. If the **Licensee** is made responsible for adulteration or any other unlawful act by any law enforcing authorities it will be his sole responsibility and **WBLDCL** will in no way be responsible for such adulteration or unlawful act of the dealer.
40. Any dispute or disagreement about the meaning of any of the terms and conditions used in this Agreement may first be tried to be settled mutually.

Schedule - A

Corporation's Information

Name of Company	West Bengal Livestock Development Corporation Ltd.
Brand Name of Company	Haringhata Meat
Registered Address of Company	LB-2, Sector-III, Salt Lake City, Kolkata - 700 106
Company Incorporation Number #CIN	U01211WB1974SGC029356
GST Registration #	19AABCT0907D1ZP
PAN / TAN #	AABCT0907D
Company Contact #	033 - 2335 5298
Company Contact E-mail ID	info@wbldc.in

Name of Key Contact Person	Dr. Gouri Shankar Koner
Designation of Key Contact Person	Managing Director
Contact #	9434734898
Contact E-mail ID	info@wbldc.in

Schedule - B

Dealers' Information

Name of Company/Business Unit	
Brand Name of Company/ Business Unit	
Registered Address of Company/Head Office Business Unit	
Local Address	
Company Incorporation Number/Trade License No. with validity	
PAN / TAN	
Business Unit's Contact No.	
Business Unit e-mail ID	
Category of Dealer	

Name of Key Contact Person	
Designation of Key Contact Person	
Contact No.	
Contact e-mail ID	

Schedule - C

(A) Registration Fee (Non-Refundable):-

Upon selection, the selected party shall have to furnish-

- (i) A '**Non-Refundable Registration fees**' of **Rs. 25,000/- (Rupees Twenty Five Thousand) only** in the shape of Demand Draft in f/o- W.B. Livestock Development Corporation Ltd., payable at Kolkata or by cash / RTGS / NEFT within the specified time period as desired by WBLDCL.
- (ii) The Dealer shall be entitled to get a storage freezer of 300 litre capacity (standard make) to promote & run his business uninterruptedly. In addition to that, the dealer shall be entitled to get a Glow Sign Board and Rate Chart in standee form as per the standard design made by the Corporation. However, if additional storages required due to increased business volume by the dealer, arrangements for extra freezers shall have to made by the party himself / herself.
- (iii) The Registration Fees, in no way shall be admissible to be refunded back to the dealers.

(B) Security Deposit (Refundable):

- (i) **A Security Deposit of Rs. 1,00,000/- (Rupees One Lakh) only** in shape of Demand Draft in f/o- W.B. Livestock Development Corporation Ltd., payable at Kolkata or by cash / RTGS / NEFT within the specified time period as desired, to be submitted to the WBLDCL by the selected party upon selection, which is **refundable** to the party on termination of the contract after deduction or adjustment of dues outstanding at that time, if any).
- (ii) The party shall have to furnish a security deposit of **Rs. 1,000/- (Rupees One Thousand) only** against which he/she will get a POS machine with pre-loaded SIM card device (hereinafter to be called as - 'the device') customized for billing and indenting of 'Haringhata Meat' products.
- (iii) The device shall be mandatorily obtained by the dealers for settlement of billing, printing, indenting and other networking synchronization with central server of WBLDCL. The rate of different items of Haringhata Meat, once updated/revised in the central server, shall be updated through synchronization in the customized POS machine also.
- (iv) The Monthly Data charges & other maintenance charges (if any) for the device in order to run the business in a smooth way, shall be inevitably borne by the Dealers only.
- (v) The device in any way shall be the property of WBLDCL and Dealers must not claim its proprietorship / possession under any circumstances. The Corporation, under its discretion, may withdraw the device from the Dealers in case of ceasation of agreement and/or any of its misuse if found so.
- (vi) The Security Deposit of Rs. 1,000/- shall be refundable to the Dealers after withdrawing the device, subject to the condition of its (the device) running well and in a good mechanical condition.