

**WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED**

**(A Govt. of West Bengal Undertaking)**

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

**Telefax: (033)-2335 5298, E-mail: info@wbldc.in**

**Website: www.wbldc.in, Toll Free No. 18003458243**

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**TERMS & CONDITIONS FOR APPLYING DEALERSHIP OF WBLDC LTD.**

1. The appointed Dealer(s) will have their sale outlet on a prominent place/or sufficient go- down space at any approachable area must have Trade & other required Licenses in his/her/ their name of selling the Food Products.
2. Initially a Provisional Dealership will be awarded for six months to review the performance.
3. After the completion of a period of **SIX MONTHS** the corporation reserves the right to place the Dealer as a regular one and intimate the same in writing. In case of cancellation of "Dealership", the same will also be intimated in writing.
4. Application for Dealership will have to be made along with attested copies of Address Proof of the signatory authority, Photo Identity Proof, Telephone No. etc.
5. As per the directives of FSSAI authority, under Govt. of India, an online application for FSSAI ('license' / 'registration only' depending upon the turnover) is to be made at [https:// foodlicensing.fssai.gov.in/index.aspx](https://foodlicensing.fssai.gov.in/index.aspx), by the Applicant before issuance of the dealership.
6. Appointed Dealer (s) will get the benefit of wholesale price fixed from time to time by the West Bengal Livestock Development Corporation. Ltd.
7. The Selected dealer should always place an Order maintaining following formalities to obtain Delivery facilities:
  - i. Minimum order Value Rs.5000/- up to a Radius of 20 Km
  - ii. MOV Rs.10000/- up to a Radius of 50 Km
  - iii. MOV Rs.20000/- up to a Radius of 100 Km
  - iv. MOV Rs.50000/- up to a Radius of 300 Km
  - v. MOV over Rs.50000/- beyond a Radius of 300 Km or outside WB delivery
8. **DELIVERY OF PRODUCTS:** Orders for the products shall be placed by the Dealer on the Corporation and the Corporation shall sell the products to the Dealer at such prices as the Corporation shall from time-to-time fix. The Corporation shall execute orders of the Dealers for the products with all reasonable dispatch but shall not be liable for any loss of trade or profit, damages or expenses in the event of non-delivery of the products in time or at all due to labor trouble, strike, riots, lockouts, trade disputes, acts or restraints of governments, the imposition of restrictions on exportation or from any other cause not within the control of the Corporation.
9. All products will be supplied subject to the availability in stock on the specified date of supply in standard packaging only.

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10. No order will be served without online advance payment in favor of West Bengal Livestock Development Corporation. Ltd. against invoice.

11. Products will be supplied to the Dealer (s) on specified date preferably between 9.00 A.M. to 5.00 P.M. the date and time of delivery is subject to change due to unforeseen reasons.

12. All products are to be sold by the Dealer (s) at the price fixed from time to time by W.B.L.D.C. Ltd.

13. All products are to be kept properly in Deep Freeze/Refrigerator/normal temperature depending upon the type of product or as instructed up to the point of sale.

14. **Registration Fees & Security Deposit:** An amount by way of Security Deposit of **₹ 30,000.00/- (Rupees Thirty Thousand only)** for Gold Dealership OR **₹ 5,000.00/- (Rupees Five Thousand only)** for Silver Dealership, will have to be deposited. The security deposit shall not carry any interest against the Corporation and shall be liable for forfeiture in favour of the Corporation in the event of any breach, neglect or default by the dealer (Pl. refer to Schedule – 'A' for details). The corporation may increase said security deposit time to time.

15. The stock of the Dealer(s) will be liable for inspection by the Authorized Representative(s) (of W.B.L.D.C. Ltd.) as and when required.

16. Product/Products once sold will not be taken back.

17. Any rejection should be done on spot delivery of the products and should be returned to W.B.L.D.C. Ltd.

18. The Business terms will be reviewed time to time by the Corporation, if not satisfied may take necessary steps accordingly.

19. If the Dealer desires to terminate this Agreement he shall have to give minimum one month's written notice to the Corporation and in that case, he will be responsible to return to the Corporation all the '**HARINGHATA**' branded equipment as received during new dealership in good condition excepting normal wear and tear for the period of use.

20. During continuance of this agreement the dealer shall not purchase, import, sell, distribute or otherwise deal in any products under different Brand name of different manufacturer(s) similar to that of the Products under Brand Name '**HARINGHATA**' manufactured/marketed by the Corporation from time to time. The Corporation have every right to cancel the dealership without any intimation if such violation of agreement is found by the dealer.

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21. The Dealer should always place an order / requisition minimum amounting Rs. 20,000/- every month (i.e. Minimum order value 1,20,000/- for consecutive six months.) to obtain delivery. Failing which, his dealership will be discontinued without any intimation and any kind of **HARINGHATA** branding material/ **HARINGHATA** branded equipment will be removed.

22. In case of any unfair means adopted by the Dealer, his/her/their Distributorship maybe terminated without showing any reason thereof.

23. In respect of any dispute or any point arising out of the above decision of the Managing Director, W.B.L.D.C. Ltd. will be final and binding upon the Dealer.

24. Disputes if any, may be resolved mutually, if not, it may be referred to sole arbitrator, the Chairman of the Corporation or his nominated representative not below the rank of Deputy Secretary be the sole arbitrator for resolution of such disputes. The award of the arbitrator shall be binding on both the parties. The legal jurisdiction will be the Hon'ble High Court, Kolkata.

N.B: - Persons who are agreeable to abide by the Terms & Conditions as laid down above may apply for Dealership in the enclosed Application form to the **Managing Director, W.B.L.D.C. Ltd. at its registered office at LB-2, Sector –III, Salt Lake City, Kolkata-700106, West Bengal, India.**

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**Schedule – ‘A’**

**Security DEPOSIT (NON-REFUNDABLE)**

**FOR DEALERSHIP ‘GOLD’**

(i) Upon selection, the selected applicant shall have to furnish an amount by way of Security Deposit of ₹30,000.00/- (Rupees Thirty Thousand only) for Gold Dealership, will have to be deposited dealer 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. The security deposit shall not carry any interest against the Corporation and shall be liable for forfeiture in favour of the Corporation in the event of any breach, neglect or default by the Dealer.

(ii) The Dealer shall be entitled to get a storage freezer of 300 litter (Approx.) 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 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 be made by the dealer himself / herself.

**FOR DEALERSHIP ‘SILVER’**

(i) Upon selection, the selected applicant shall have to furnish an amount by way of Security Deposit of ₹5,000.00/- (Rupees Five Thousand only) for Silver Dealership, will have to be deposited dealer 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. The security deposit shall not carry any interest against the Corporation and shall be liable for forfeiture in favour of the Corporation in the event of any breach, neglect or default by the Dealer.

(ii) The Silver category dealer will in no way be admissible to get any storage freezer. However, the ‘Glow Sign Board’ and Rate Chart will be admissible to him / her as usual.