

Biswa Bangla

INVITATION OF OFFERS FOR RUNNING CAFÉ TYPE COFFEE/TEA OUTLETS FROM THE BISWA BANGLA HAAT AT NEW TOWN, KOLKATA (NORTH OF ECO TOURISM PARK)

Director and Member Secretary, West Bengal State Export Promotion Society on behalf of the Department of Micro, Small & Medium Enterprises & Textiles, Government of West Bengal invites OFFERS FOR RUNNING CAFÉ TYPE COFFEE/TEA OUTLETS FROM THE BISWA BANGLA HAAT AT NEW TOWN, KOLKATA (NORTH OF ECO TOURISM PARK).

PURPOSE AND DESCRIPTION

The purpose of this invitation of offers is to solicit proposal from organization of repute with proven track record and experience in running coffee / tea shop in Kolkata for opening and running a coffee/tea shop in the urban zone of the Biswa Bangla Haat at New Town, Kdkata.

GENERAL INFORMATION

1. WBSEPS invites offers for sourcing by manufacturing or otherwise, display in showcase, managing the inventory and selling of items listed in Part II of this Bid Document.
2. The address and contact numbers for sending offers or seeking clarifications regarding this offer Document are given below -

a. Address for sending offer:

Director & Member Secretary
West Bengal State Export Promotion Society
2 No. Church Lane (4th floor), Room No. 401,
Kolkata – 700 001
wbseps@gmail.com
Phone 22430380

3. This offer Document is divided into Parts as follows:
 - (a) **Part I** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part II** – Contains Standard Conditions of offer Document, which will form part of the Contract with the successful organization.
 - (d) **Part III** – Contains Special Conditions applicable to this offer Document and which will also form part of the contract with the successful organisation.

(e) **Part IV** – Contains Evaluation Criteria and Format for Price offer.

4. This offer Document is being issued with no financial commitment and WBSEPS reserves the right to change or vary any part thereof at any stage. WBSEPS also reserves the right to withdraw the Bid Document, should it become necessary at any stage.

PART I – GENERAL INFORMATION

The Financial offer should mention -

- a. The **highest variable royalty percentage** _____ (%) of the Sale Price which will be the bid criteria. This will only be valid once the sale crosses Rs 100000 pm.
- i. Offers should be forwarded by the organisation under their original memo / letter pad inter alia furnishing all details mentioned in Appendix "A".
- ii. In financial offer the organisation has to agree to all the terms and conditions, payment schedules and deliverables as mentioned in this offer document. 5.

Submission of the offers at:

West Bengal State Export Promotion Society
2 No. Church Lane (4th floor),
Room No. 401,
Kolkata – 700001

5. Clarification regarding contents of the offers:

During evaluation of the offers, WBSEPS may, at its discretion, ask the organisation for clarification of its offer. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-offer clarification on the initiative of the bidder will be entertained.

6. Validity of offer:

The offer should remain valid till **6 months** from the last date of submission of the offer, if not otherwise cancelled or rejected by the authority.

7. Period of Contract:

Period of Contract is intended to be for 3 years if approved by the Authority. Period of Contract shall be effective from the acceptance of Letter of Intent (LOI).

8. Eligibility / Credential of organization submitting the offer:

- i. The organisation should be an operator of well known coffee/tea shops chain in Kolkata having its own reputed brand name.
- ii. Should have expertise in making international cuisine. (there will be three rounds of food testing by a committee appointed by WBSEPS).
- iii. Should have modern manufacturing capabilities and facilities.
- iv. Should have all up-dated health & safety license from the Government of West Bengal and Government of India.

The offer should contain:

- a) Filled up offer in Format enclosed as Appendix – A
- b) The history and background of the organisation
- c) The number and locations of stores it operates
- d) Delicacies it is known for
- e) Its documented ability to operate distant locations
- f) Its willingness to co-brand its own products
- g) All other documentary evidence to support the eligibility / credentials mentioned above, wherever applicable.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Scope of services :

- i. The Selected agency will decide the items / goods which are manufactured / made by it and make arrangement for their sourcing, quality control, inventory and stock management, staffing the outlet, display, packaging and sale.
- ii. The selected agency will also decide the sale price of each item in consultation with WBSEPS. The sale price shall cover all expenses for the services, taxes, duties, freight, etc.
- iii. The selected agency shall pay the Variable Royalty as a percentage (%) of Sale Price as accepted by WBSEPS through the Bid process.

2. Managing The Outlet:

- a. Required to maintain inventory and stock of food/snacks as mentioned in above point at all times to be showcased and sold from the outlet. The cost of power consumption will be borne by the selected agency.
- b. Position Chefs and sales personnel at the point of sale. The Quantity and Quality of such personnel will be finalized in consultation with WBSEPS. The job of the sales personnel

will be to cater to customer requirement including assisting the customer to select the products, weighing, packaging and delivering the food product. The sales personnel will be required to wear a uniform to be decided in consultation and approval of WBSEPS. The cost of engaging the chefs and sale personnel manning the outlets in the food court will be borne by the selected agency.

- c. The selected agency will have to work according to the guidelines as will be given by the Haat authority, WBSEPS, State Government.
- d. Common billing platform and support will be provided by Biswa Bangla.
- e. The business hours of the outlet will be co-terminus with Biswa Bangla Haat timings.
- f. The packaging material, cooking utensils and equipment, gas cylinders, cutlery and crockery shall all be arranged by the selected agency. All such equipments and the design and print of packaging material has to be as approved by WBSEPS.

3. Additional Requirements:

- a. The packaging for the products shall bear selected company's brand name / logo and also that of brand name / logo of Biswa Bangla.
- b. The space will be provided by WBSEPS and the selected agency should arrange for storage and display showcase and packaging equipments at the point of sale.
- c. The selected agency shall be required to place appropriate showcase and other furniture/fixtures for displaying and storing the food products in a suitable and hygienic condition.
- d. The Selected agency will at its own cost design additional interior of the food court. Such design of the interior has to be executed with only prior approval of WBSEPS.
- e. Selected agency will have to ensure that items agreed upon are always adequately stocked and available in good condition and all unsold or expired goods or unsuitable goods will have to be taken back and replenished with fresh stock as per sale trends and demand anticipated by the selected agency from time to time.
- f. The selected agency shall intimate any change in sale prices of any product to WBSEPS at least 15 days in advance.
- g. The selected agency shall place the necessary equipments required complete all interiors of the food court including sitting arrangements where applicable for its full fledged operations within 30 days of issuance of Letter of Intent (LOI).
- h. The selected agency shall be required to insure the stock and inventories and its equipment in the outlet at its own and arrangement.

- i. All statutory and regulatory requirements of licenses, NOCs, permissions, etc. from the concerned appropriate authorities shall be obtained, renewed and complied by the selected agency at all times at its own cost and arrangement.

PART III – STANDARD CONDITIONS OF OFFER DOCUMENT

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the bid document mentioned below which will automatically be considered as part of the Contract concluded with the successful organisation as selected by the WBSEPS. Failure to do so may result in rejection of the offer submitted by the organisation.

1. **Law:**

The Contract shall be considered, made and governed in accordance with the laws of the India.

2. **Effective Date of the Contract:**

The contract shall come into effect from the date of acceptance of LOI (Effective Date) and shall remain valid until the completion of the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:**

All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Termination of Contract:**

The WBSEPS shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a. Non-operation of outlet for causes not attributable to Force Majeure, continuously for more than three (3) days.
- b. The Selected Agency is declared bankrupt or becomes insolvent.
- c. Non-operation of outlet due to causes of Force Majeure by more than **seven (7) days** provided Force Majeure clause is included in contract.
- d. The quality of the goods is continuously not good or regular complains are received and the selected agency do not take necessary and effective measures to improve the quality to the satisfaction of the WBSEPS.

- e. As per decision of the Arbitration Tribunal / competent court or the government.
- f. Should the goods not be in accordance with the specifications / parameters agreed by the selected agency, the WBSEPS shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- g. The WBSEPS as well as the selected agency may cancel the agreement within 30 days of serving suitable notice to the other party.

However, WBSEPS may at its discretion grant an opportunity to the selected organisation for rectification by giving specific directions and a timeframe to comply with.

5. Notices:

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered post, addressed to the last known address of the party to whom it is sent.

6. Transfer and Sub-letting:

The selected agency has no right to give, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

7. Patents and other Industrial Property Rights:

The prices / rates / royalty stated or quoted shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The selected agency shall indemnify the WBSEPS against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The selected agency shall be responsible for running and operating the outlet irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

8. Amendments:

No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

9. Taxes and Duties

- i. The sale price on which bidder intends to sell its products / goods should be inclusive of all taxes and duties including Excise Duty, Octroi, Sales Tax / VAT, service charges, etc. In the absence of detailed stipulation, it will be presumed that the prices include all such charges and no claim for anything additional will be entertained at any stage.
- ii. If any duty, tax, etc. is presently not applicable but the same becomes leviable later on, the selected agency shall bear the same. The WBSEPS shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- iii. The selected agency shall pay, maintain account, claim reimbursement, if any, pay the penalties imposed by any authority in respect all taxes and duties including Excise Duty, Octroi, Sales Tax / VAT, service charges, etc.

PART IV – SPECIAL CONDITIONS OF OFFER DOCUMENT

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the offer Document mentioned below which will automatically be considered as part of the Contract concluded with the successful organisation as selected by the WBSEPS. Failure to do so may result in rejection of offer submitted by the organisation.
2. The successful organisation will be required to furnish a **Performance Security** by way of **Bank Guarantee** (From any nationalized Bank) for a sum equivalent to **Rs. 5 Lakhs** within 4 days of issuance of LOI. The Bank Guarantee shall be valid for 36 months from the acceptance of issue of LOI.
3. In case of emergency, the WBSEPS may purchase / source and sale the goods/ items through ad hoc contract with a new supplier / agency.

4. Force Majeure clause

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in writing form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 7 (seven) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

5. **Packing and Marking**

The following Packing and Marking clause will form part of the contract placed on successful organisation -

- a. The Selected agency shall provide packing and preservation of the goods so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.
- b. The packing shall conform to the requirements of specifications and standards in force.
- c. The packaging will include joint branding of the selected agency and Biswa Bangla. The same shall be approved by the Indian packaging Institute, Kolkata in terms of suitability for quality, cleanliness, hygiene and keeping in mind the aesthetics of the brand Biswa Bangla.

6. **Quality:**

The quality of the goods delivered according to the present Contract shall correspond to the conditions, specifications and standards as per Food Safety and Standards Authority of India (FSSAI) and prevalent Acts & Rules in force. The selected agency shall have an arrangement for regular quality control and checking through an expert / agency.

7. Quality Assurance

The item should be of the latest manufacture, conforming to the current production standard and preferably having 100% defined life at the time of delivery.

8. Inspection Authority.

Time to time inspection will be carried out by representative / authorized agency of WBSEPS, at the manufacturer's site and storage site at the cost of selected agency. The mode of inspection will be Departmental Inspection / User Inspection / Joint Inspection / quality assurance service providers of international repute.

9. Payment Terms

Standard Payment terms, as indicated below, will be incorporated in the Contract:-

- a. It is mandatory for the organisation to indicate their bank account numbers with IFS Code and other relevant payment details so that payments could be made through Bank Transfer / e-banking. The applicable bank charges will be borne by the selected agency.
- b. Net sale proceed after deducting the variable royalty will be paid once a month.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. Evaluation Criteria.

Evaluation of offers will be done on the parameters as noted below:-

- a. Brand details
- b. The offer will be decided upon the **highest variable royalty percentage (%)** quoted of the Sale Price by the bidder.
- c. The highest Acceptable offer will be considered further for selection of the organization after complete clarification and price negotiations if desired/ decided by the WBSEPS.
- d. The organisation will have to attend the Price Negotiation Meeting, if called for, at his own expense.

2. **Financial Offer Format**

Bidders are required to fill up the **Financial Offer** format attached at Appendix "B" with full details.

APPENDIX 'A'

**FORMAT OF TECHNICAL OFFER
to be submitted (in sealed envelope) by the organisation in their letter heads**

**FOR RUNNING A COFFEE/TEA SHOP FROM THE BISWA BANGLA HAAT AT BISWA BANGLA
HAAT,RAJARHAAT,KOLKATA**

1. Name of the Firm/Individual:
2. Address: Head Office/Registered Office :.....
3. (a) PAN No..... (b)TIN No
4. Telephone No.
- Fax :
- Mobile No :.....
- E-mail ID
5. Is your firm registered under
 - (a) The Indian Companies Act 1918 :.....
The Companies Act 1956
 - (b) The Indian Partnership Act 1932 :.....
 - (c) The Indian Factories Act :.....
 - (d) Any other Act :.....
6. Name and Address of your bankers -.....
A/c No.
IFSC code
7. We have also enclosed all the documents as per following list as required for Technical offer as per offer Document.
8. We unconditionally agree to all the terms and conditions of the offer Document.
9. We shall communicate all subsequent changes in the constitution or working of firm to the WBSEPS.
10. DECLARATION
11. I/We.....(Give Name of Partners/properties or share holders in case of Firm) do hereby declare that the entries made in the application form and facts in documents submitted are true to the best of my/our knowledge.

(Signature of the authorized person of the organization)

APPENDIX 'B'

(Refer to Para 1&2 of Part –V of Bid document)

**FORMAT OF FINANCIAL OFFER
to be submitted (in sealed envelope) by the organisation in their letter heads**

FOR RUNNING A COFFEE/TEA SHOP FROM THE BISWA BANGLA HAAT AT NEW TOWN, KOLKATA

1. We agree to all terms and conditions of the bid document
2. All taxes, duties, levies, transport cost etc. shall be borne by us.
3. We quote the Variable Royalty as a percentage (%) of Sale Price= %

(Seal & Signature of the authorized person of the organisation)