

## **Expression of Interest(EOI)**

**Memo.: 319/0036-I/Banglar Saree/2024-25**

**Date: 24.03.2025**

**Engagement of Franchisee for “Banglar Saree” -a new Brand of The West Bengal State Handloom Weavers’ Cooperative Society Ltd., an initiative of Dept. of MSME&T, Govt. of West Bengal**

**EOI No.: WBTANTUJA/BNA/MD/19(e)/2024-25**

### **Address for communication:**

Managing Director, Tantuja  
Office of The West Bengal State Handloom Weavers’ Co-Operative Society Ltd.  
Tantuja Bhavan, No. 18/4, Block - DD, Sector - 1, Salt  
Lake City Kolkata – 700064  
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## Introduction

Handloom is the second largest employment generator after agriculture in West Bengal. Handloom is the backbone of the textile sector in the State as they provide significant employment and involve in eco-friendly, low-energy, low-cost mass usage production with a wide array of designs. The Bengal handloom products have a distinctive identity across the country. This distinction is for design, weaving quality, product diversity, and texture. The products from Bengal's rural households are created by applying traditional skills, which have great demand in domestic and international markets for their uniqueness, durability, wearing comfort, and style. These products find a way to their consumers primarily via traditional marketing arrangements operated by traders and agents.

## Overview of the Handloom Industry in West Bengal

Total Employment (Direct & Indirect)	= 6.32 lakh
Total No. of Household units engaged in handloom activities	= 3.51 lakh
No Active PWCs	= 496
No of Handloom Clusters	= 191

## Present Marketing Channel for Handloom Products

Apart from the traditional marketing channel operated by the traders and their agents, the cooperative marketing channel used by the cooperative societies formed by the weavers has become an alternative to the traditional marketing channels. Still, access to the end users is little possible even though their products are marketed through cooperatives. Where more than one cooperative society operates in a network under a tier arrangement, sharing margin between the tiers reduces the benefit accrual to the actual producers. Therefore, it is more important to shorten the marketing channels by establishing direct interaction between the producers and buyers. In this context, collective marketing initiative through producers' cooperatives, TANTUJA/ Manjusha /Bangasree / PBRSSM / BBMC etc has critical importance.

## Options available for direct marketing

The direct interaction between the ultimate buyers and producers may be possible in three ways.

- (i) By opening retail outlets in prominent district towns & Cities
- (ii) By the creation of e-commerce facilities.
- (iii) By engagement of Franchisee

## The Proposal:

With the inspiration of the HCM with an aim to bring qualitative change in the handloom weaving sector both in terms of production & providing marketing support to the maximum number of handloom weavers for their sustained employment, Department of MSME&T, Govt. of West Bengal, proposes to take necessary action for opening of the retail outlets in the name of "Banglar Saree" at prominent district town/ cities/subdivisions/blocks as well as engagement of franchisee in addition to the present initiative towards marketing of handloom products.

## **About “Banglar Saree”- a new brand of The West Bengal State Handloom Weavers’ Cooperative Society Ltd. (Tantuja), an initiative of Dept. of MSME&T, Govt. of West Bengal.**

In view of Bengal’s abundance and heritage Sarees, Govt. of West Bengal desires to showcase such genuine weaves under a new brand of The West Bengal State Handloom Weavers’ Cooperative Society Ltd.-”Banglar Saree”-an initiative of the Department of MSME&T, Govt. of West Bengal. The brand has already been operated in its retail functions from two showrooms at Dakhsinapan & Dhono Dhanyao Kolkata, Battala market at New Digha & 3 No Heily Road, Banga Bhaban, New Delhi. This apart, opening of further two show rooms during the current FY 2023-24 at Alipur Museum, Kolkata & Biswa Bangla Silpi Haat , New Town Rajarhat , North 24 Pgs have also been undertaken . The brand will also gradually expand the retail chain through franchise business model.

### **Vision of the brand promotion “Banglar Saree”**

1. Provide extensive marketing support to the handloom weavers of the State of West Bengal for their sustained employment as well as to uplift their livelihood.
2. Revitalize the century old heritage of Bengal Handloom with its unique offering of weave and design.
3. Make available the unique, authentic products at affordable price for the women community mainly covered under the State Govt. schemes like “Lakshmir Bhandar”, “Kanyashree” etc.

### **Unique Selling Proposition of the brand “Banglar Saree”**

1. Products of Banglar Saree : (a)All traditional Sarees of this State like Santipuri in Nadia , Dhaniakhali in Hooghly , Baluchari in Bankura , Tangail / Tangail Jamdani , Handcrafted Jamdani Saree in Nadia , Purba bardhaman, Korial and Grad in the districts of Birbhum and Murshidabad This apart other Saree like Gangarampuri Saree in Dakshin Dinajpur , Begampuri in Hooghly , Amarshi in Purba Medinipur , other coarser to finer matha & Naxa Par Saree with or without extra warp & weft , Checks & stripes in the district Purba & Paschim Medinipur , Part of Nadia and Purba bardhaman , Howrah, Hooghly , Purulia , Coochbehar , South & North 24 Pgs. Kantha Stitch Saree in Birbhum, Purba Medinipur , North & South 24 Pgs and Kolkata as well as Printed Saree in Hooghly & Bankura  
(b) Hand-woven fabric for, Scarves / Stoles / Uttario etc for ladies
2. Hand woven Sarees & fabrics etc
3. Use of 100% natural fibre viz cotton, Linen, Nettle, Muslin, Silk (mulberry & non mulberry) Wool, or in combination of any of the said fibre.
4. Quality assurance in terms of construction of the Saree in respect of length, width, threads per inch both in vertical and horizontal
5. Use of fast colour particularly in washing and light fastness.
6. No use of hazards Dyes during dyeing
7. Originality of unique weave/techniques in all traditional Sarees like Tangail / Tangail Jamdani / handcrafted Jamdani/Baluchari//Santipuri//Dhaniakhali/ Korial / Garad etc.
8. Affordable Price range starting from RS. 350/-

With this objective The Managing Director, The West Bengal State Handloom Weavers’ Cooperative Society Ltd. (hereinafter referred as the Franchisor) hereby invites Expression of Interest from the interested agencies, under two bid system (technical & financial bid), for engaging franchisees for selling of products of “Banglar Saree” in different cities/towns/sub-divisions/blocks across the state of West Bengal. The interested parties may log in to e-procurement portal of Government of West Bengal (<https://wbtenders.gov.in/nicgep/app>)/[www.tantuja.in](http://www.tantuja.in)/<https://wbmsme.gov.in/> for details.

**1. Name of Work, Space for Franchisee Outlet, EOI Processing Fee:**

Name of Work	Space	Earnest Money Deposit (EMD) (Refundable)
Running of Franchisee Business through Retail Outlet/Shop-in-Shop for the brand "Banglar Saree"	1. Minimum 1000 Sq.ft. Floor Area for Retail Outlet in the Metro Cities / district Towns with in State & Outside State 2. 300 to 500 square feet floor area in/ Subdivision / Block 3. Minimum 250 Square Feet for Shop-In-Shop (Refer to General Terms and Conditions for more details)	Rs. 10000/- (Rupees Ten Thousand Only)

## 2. Important Dates and Schedules

Sl. No.	Activity	Date & Time
1	Date of uploading of NIT Documents online (Publishing Date)	24/03/2025 at 12.00 Noon
2	Documents download/sell start date (Online)	24/03/2025 at 12.00 Noon
3	Pre-bid Meeting (Online through Zoom Meet)	07/04/2025 from 03.00 PM
4	Join Zoom Meeting for Pre-bid (Online)	<b>Meeting ID:89108825838</b> <b>Passcode:528249</b>
5	Bid submission start date & time (Online)	24/03/2025 at 12.00 Noon
6	Documents download end date & time (Online)	08/05/2025 at 05.00 PM
7	Bid submission end date & time (Online)	08/05/2025 at 05.00 PM
8	Technical bid opening date & time (Online)	13/05/2025 at 12.00 Noon
9	Venue of opening of EOI & address for communication	Office of The West Bengal State Handloom Weavers' Co-Operative Society Ltd.,Tantuja Bhavan, No. 18/4, Block - DD, Sector - I, Salt Lake City, Kolkata - 700 064.

3. The Managing Director, The West Bengal State Handloom Weavers' Cooperative Society Ltd., hereby invites online bids in two cover systems (Technical and Financial Bid) for appointing franchisees in different cities/towns/sub-divisions/blocks within & outside the state of West Bengal

4. Bidders are advised to note the pre-qualification criteria specified in the NIT to qualify for selection as Franchisee of "Banglar Saree"

5. Bid documents may be downloaded from <https://wbtenders.gov.in/nicgep/app>. The bidders will be required to register themselves with 'https://wbtenders.gov.in' to participate in the bidding process and also get necessary digital signature certificates.

6. The Earnest Money Deposit (EMD): The bidder will have to select the particular EOI and arrange payment of the required **EMD for each as per Memo No. 3975-F(Y) dated: 28.07.2016 by selecting from either** of the following payment modes:

- i. **Net banking** (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway. On selection of net banking as the payment mode, the bidder will be redirected to the web page of ICICI Bank Payment Gateway (along with a string containing Unique ID) from which the Bank through which the transaction is intended will have to be selected. The bidder will then receive a confirmation message confirming success of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained at the R N Mukherjee Road Branch of ICICI Bank at Kolkata towards collection of EMD. If the transaction fails, the bidder will have to try for payment again by going back to the first step.
- ii. **RTGS/NEFT-** In case of offline payment through bank account in any bank: On

Selection of RTGS/NEFT as the payment mode, the procurement portal will show a pre-filled Challan and the details required to process RTGS/NEFT transaction. The bidder will have to print the Challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account. Once payment is made, the bidder will have to come back to the e-procurement portal after expiry of a reasonable time (T+2days) to enable the NEFT/RTGS process to complete, in order to confirm the payment and continue the bidding process. If the transaction is successful, the amount paid by the bidder will get credited in the R N Mukherjee Road Branch of ICICI Bank at Kolkata towards collection of EMD. If the payment verifications unsuccessful, the amount will be returned to the bidder's account. The bidder will have to try again for payment by going back to the first step.

- iii. **For RTGS/NEFT**, the bidders are requested to process the up loading of the bid document well in advance, and sufficiently prior to closing of the bid of the particular group to avoid the risk of transaction failure.
- iv. **Refund of EMD:** After declaration of Award of Contract (AOC) through the e-procurement portal, the EMD will be automatically refunded to the unsuccessful bidder(s) in the same route to the account from where the transaction was processed within a reasonable time.
- v. **Forfeiture of EMD:** If any bidder fails to supply to Tantuja at quoted/accepted rate at quantity claimed/accepted or violates any other condition of the contract, their EMD may be forfeited.
- vi. **Exemption of EMD: MSE units of the state of West Bengal, participating in the EOI will be exempted from payment of any EMD. The bidder will be required to fulfill all of the eligibility criteria in respect of financial capacity as per the Turnover criteria prescribed for SSI/ MSME units under the Micro, Small and Medium Enterprises Development Act, 2006 read with Gazette Notification No. 1532 dated 1st June, 2020 of the concerned Ministry of Govt. of India and Technical Capability comprising of production capacity and Experience/Credentials as detailed in this e-NIT. Bidders in this category shall have to submit both Technical and Financial Bid. In the technical evaluation stage, if any bidder under the MSE category is found to have falsified the documents supportive of its eligibility as an MSE unit, its bid will be summarily rejected, without opening Financial Bid.**

### 3. EOI OPENING AND EVALUATION OF TECHNICAL BID:

**Opening of EOI by the Franchisor/EOI Inviting Authority:** The Franchisor/EOI Inviting Authority will open all technical bid submitted through e-procurement portal in the presence of Bidder's representatives who choose to attend, on the date and time specified in the Data Sheet at the Office of The West Bengal State Handloom Weavers' Co-Operative Society Ltd. Tantuja Bhavan, No. 18/4, Block-DD, Sector -1, Salt Lake City Kolkata – 700 064.

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of EOI opening being declared a holiday for the Franchisor/EOI Inviting Authority, the EOIs shall be opened at the appointed time and location on the next working day.

The Bidder's names, EOI modifications or withdrawals, and the presence or absence of requisite EOI security and such other details as the Franchisor/EOI Inviting Authority, at its discretion, may consider appropriate, will be announced at the opening.

### **I. Preliminary Examination**

The Franchisor/EOI Inviting Authority will examine the EOIs to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the EOIs are generally in order.

Prior to the detailed evaluation, the Franchisor/EOI Inviting Authority will determine the substantial responsiveness of each EOI to the EOI documents. For purposes of these, a substantially responsive EOI is one which conforms to all the terms and conditions of the EOI documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of Liability, Applicable Law and Taxes & Duties will be deemed to be a material deviation. The Franchisor/EOI Inviting Authority's determination of a EOI's responsiveness is to be based on the contents of the EOI itself without recourse to extrinsic evidence.

If a EOI is not substantially responsive, it will be rejected by the Franchisor/EOI Inviting Authority and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

### **II. Evaluation and Comparison of EOIs**

A Departmental Evaluation Committee on EOI, constituted by MSME & Textiles Department, Government of West Bengal will evaluate the technical bids submitted by bidders. The decision of the said Committee will be final and absolute in this respect will evaluate and compare the EOIs which have been determined to be substantially responsive. No EOI will be considered if the complete requirements are not included in the bid documents.

### **III. Qualification criteria for empanelment through EOI**

The Franchisor /EOI Inviting authority will determine to its satisfaction whether the Bidder that is selected have submitted the highest evaluated responsive EOI the criteria and is qualified to perform the contract satisfactorily.

The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence, as well as such other information as the Franchisor/EOI Inviting Authority deems necessary and appropriate.

An affirmative determination will be a pre-requisite for selection of Franchisee. A negative determination will result in rejection of the Bidder's EOI, in which event the Franchisor/EOI Inviting Authority will proceed to the next highest evaluated EOI to make a similar determination of

that Bidder's capabilities to perform the contract satisfactorily.

Panel will be formed after shortlisting of bidders. Panel will be valid for 1 year.

**To qualify in the technical bid evaluation, the bidder will have to fulfill the following (Technical Qualification for Panel Formation):**

1. The bidder should own/have lease of minimum 1000 square feet for retail shop floor space, or 300 to 500 square feet floor area in/ Subdivision / Block, or minimum 250 Square Feet for Shop-In-Shop, at prominent cities/towns/sub-divisions/blocks respectively within and outside the state of West Bengal with good prospect of sales. Such space should have the following features:
  - a) Should be in a prominent marketplace
  - b) Should preferably be on the ground floor
  - c) Should have visibility from the main road
  - d) Should not be located within 5 (five) kilometer radius from existing Banglar Saree retail outlet
2. Preference will be given to bidder with previous experience in running successful franchises, especially in the Handloom and/or Textile sector and other Ethnic Indian style stores. Participants may also apply from the Textile/other business activities.
3. The experience, as claimed by the bidders, to be supported by copies of award letters/agreement/experience certificates/work completion certificate/ corroboration of registration and profit and loss account clearly depicting the incomes from the claimed business. The Balance Sheet should also be submitted.
4. The bidder must have valid trade license
5. Copy of UDYAM Registration in case of MSME units
6. The bidder should not have been blacklisted by any State Government /Central Government / or any State / Central PSU / Autonomous bodies. Notarized affidavit in this regard should be submitted.
7. The bidder should submit valid documentary proof of GST registration number and PAN
8. The bidder should submit ITR details of last 5 (five) financial years ending with 31.03.2022.
9. The bidder must have average annual turnover of Rs. 25.0 lakh for last 3 financial years ending with 31- 03-2024. Business turnover may also include Textile/other business activities. The same maybe certified by practicing Chartered Accountant in his official pad mentioning enrollment number.
10. The bidder must have positive net worth in each of last 5 financial years ending with 31.03.2024. The same may be certified by Practicing Chartered Accountant mentioning year wise net worth in his official pad mentioning enrollment number.
11. (a) Each bidder shall have to be submitting three years advance procurement plan starting from the current financial year 2024-25 to 2026-27. This shall be supported by an affidavit duly executed in the court of Executive Magistrate.

(b) The bidder who will conform to the minimum annual procurement target of Rs. 25 Lakh per year for the above period will qualify for empanelment.

(c) **A panel of intending Franchisee/ bidders, who so ever shall meet the above criteria, will be finalized and final RFP/ (in the form of limited tender) will be floated amongst them for final selection at a later stage.**

## **2. The Selection of franchisee criteria through limited tender/RFP:**

Selection of Franchisee partner amongst the panel through RFP/limited tender may be made on the basis of the criteria to be specified by the Deptt of MSME& T given the demand for retail outlets in the Metro

/district Towns with in the State Subdivision/ Block or for Shop-In –Shop. In case of ties, the following will be considered of:

- a. For example, first sales volume will be considered.
- b. Then the turnover will be considered.
- c. Then the experience will be considered.

## **IV. Selection of Franchisee:**

- i. Selection of franchisee Bid will be done if and only if the Technical Bid (both statutory and non-statutory) of a Bidder is found qualified by the Departmental EOI Committee formed by MSME & Textiles Department, Government of West Bengal. The decision of the said Committee will be final and absolute in this respect. Selection of franchisees shall be done in two steps manners wherein in the first step franchisee shall be selected on the basis of certain technical criteria as mentioned at point (III) and in the second step amongst the panel, the selection of franchisee partner will be made on the basis of criteria which will be specified by MSME&T Department in accordance with the demand for retail outlets in the Micro Cities /District Towns within the State and outside the state/subdivision/block or for shop in shop.

## **V. The EOI Inviting Authority's Right to accept or to reject any EOI or all EOIs**

The EOI Inviting Authority reserves the right to accept or reject any EOI, and to annul the EOIng process and reject all EOIs at any time prior to execution of agreement, without thereby incurring any liability to the affected bidders.

## **4. Amendment of EOI Documents**

At any time prior to the last date for submission of EOIs, the EOI Inviting Authority may, for any reason, whether at **its own initiative or otherwise, modify the EOI documents and notify the addendum on e-procurement portal.** No individual communication will be made in this regard by the Franchisor/EOI Inviting Authority. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on the e-procurement portal. Addenda will be binding on the bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the bidder in its bid. It will be the bidder's

responsibility to check the e-procurement portal for any amendment/addenda on the bidding documents, before submitting the bid. All amendments and addenda will be treated as part of EOI Document.

**5. No Sub-contracting shall be allowed.**

**6. Taxes-** The Franchisee shall be entirely responsible for all taxes, license fees road permits etc. incurred after delivery of the contracted/indented Goods to the Franchisee outlet by the Franchisor

**7. Payment Terms:**

- a) The Franchisee shall procure indented items of “Banglar Saree” from The West Bengal State Handloom Weavers Cooperative Society Limited, at a discounted price which will be flat 20% on the MRP of individual items (Excluding GST )as applicable ranging from Rs 351 and onward. This apart, cheaper cotton Saree having the stamp price of Rs 350 should be sold to the Franchisee on 5% discount. Minimum gross procurement of cheaper cotton Saree should not fall below Rs 0.50 lakh. The indented items will be supplied to the Franchisee by the Franchisor, at such discounted rate, (excluding transportation, packaging, loading/unloading and other costs), with applicable GST.
- b) Franchisee shall have no liberty to decide the selling price of the products of “Banglar Saree” sold through Franchise outlets and may sell at the price tags of Banglar Saree, which will not be more than Stamp Price of Banglar Saree. The Franchisee shall be free to decide their selling prices within this Stamp Price and also to offer discounts as per their choice. Franchisee will not sell any product beyond the Stamp Price (excluding GST as applicable).
- c) Turnover based Incentives: No Incentive shall be paid to Franchisee based on rotation of stock equivalent to License Fee submitted to the Franchisor.

**8. Exterior and interior designs/layout/decoration of Franchisee outlet**

(a) Financial assistance at the tune of Rs. 600/ Sq. ft. subject to a maximum ceiling of Rs. 6.00 lakh will be provided to the Franchisee towards setting up of new show room in respect of interior decoration/ furniture fixture etc.

(b) Release of reimbursement claim to the franchisee in respect of financial assistance per sq ft as mentioned above at (a) will be made only after inauguration of the show room/ shop in shop as the case may be and after submission of claim along with authenticated bill vouchers etc received from the Franchisee duly audited by the Charter Accountant (CA).

(c) No reimbursement claim will be released in absence of the above relevant vouchers and documents duly audited by the CA.

**9. Franchisor’s approval for Advertising:**

(a) Financial assistance in the tune of Rs. 2.00 lakh for subsequent year will be provided towards publicity and marketing of Banglar Saree while the Franchisee will arrange the same from their own fund.

(b) Release of reimbursement claim to the franchisee in respect of financial assistance for publicity and marketing as mentioned above at (a) will be made only after arrangement of the said matter

And after submission of claim along with authenticated bill vouchers, photographs mentioning location in case of hoardings, frame branding etc received from the Franchisee duly audited by the Charter Accountant (CA).

(c) No reimbursement claim will be released in absence of the above relevant vouchers and documents duly audited by the CA.

A. Overview of Brand Promotional Plan that may be undertaken by the Franchisor over the period of time:

1. Outdoor Branding
2. Print/Electronic Media
3. Social Media

Celebrity endorsement with an aim to cater to increased number of target group of customers will be undertaken and circulated through the above mentioned media. Outdoor advertisements in the form of hoardings, gantry billboards, pole kiosks, etc in different locations will be undertaken.

The authority of “Banglar Saree” will take necessary action towards Brand Promotion as well as publicity and marketing throughout the concerned financial year on regular basis.

B. Samples of any advertising material, for special occasions, depicting the said Trade Marks and artworks shall be submitted to the Franchisor (free of any costs/charge) for the Franchisor's prior approval. Only such advertisements as approved by the Franchisor shall contain or depict the Trade Marks and artworks and the manner of such depiction shall be such as is approved by the Franchisor. All official communications should carry a statement that the Franchisee is the Licensee of the Banglar Saree Trade Marks and copyrights therein.

C. During inauguration of a new show room by the Franchisee within the State a sum amount of Rs 2.00 lakh will be extended towards advertisement and publicity & inaugural program.

D. Release of reimbursement claim to the franchisee in respect of financial assistance for publicity and marketing as mentioned above at (a) will be made only after arrangement of the said matter and after submission of claim along with authenticated bill vouchers, photographs mentioning location in case of hoardings, frame branding etc received from the Franchisee duly audited by the Charter Accountant (CA).

E. No reimbursement claim will be released in absence of the above relevant vouchers and documents duly audited by the CA.

F. Release of reimbursement claim to the franchisee in respect of financial assistance towards advertisement and publicity will be made only after inauguration of the show room/ shop in shop as the case may be.

### **Instructions to Bidders**

The Bidder is expected to examine all instructions, forms, terms and specifications in the EOI documents. Failure to furnish all information required in this EOI document will lead to rejection of technical bid.

**1. Clarification of EOI documents:**

A prospective bidder requiring any clarification of the EOI documents may enquire so in the pre-bid meeting, details of which is provided in the EOI document. After submission of bid, clarification given by TIA on any condition of the EOI document requiring further clarification will be final and binding.

In order to allow prospective bidders reasonable time in which to take the addendum into account in preparing their EOIs, the EOI Inviting Authority, at its discretion, may extend the last date for the submission of EOIs and issue corrigendum on e-procurement portal.

**2. Language of EOI:**

The EOI prepared by the bidder, as well as all correspondence and documents relating to the EOI exchanged by the Bidder and the Franchisor/EOI Inviting Authority, shall be written in English.

**3. EOI Prices**

Prices quoted by the Bidder shall be fixed during the submission of the bid and not subject to variation on any account. A EOI submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**4. EOI Currency:** Prices shall be quoted in Indian Rupees (INR) only.

**5. Period of Validity of EOIs:** EOIs shall remain valid for 120 days after the deadline for submission of EOIs prescribed by the EOI Inviting Authority.

**6. Format and Signing of EOI:** Eligible bidder shall upload all the documents required for this bid, in e-procurement portal and submit and sign using digital key.

**7. Submission of EOIs:** All bidders should submit their EOIs through e-procurement portal only. Submission through any other form will be rejected.

**Deadline for Submission of EOIs:** EOIs must be uploaded and signed not later than the time and date specified in the Data Sheet. In the event of the specified date for the submission of EOIs being declared a holiday, there will be no change in the date and time. EOI Inviting Authority may, at its discretion, extend this deadline for submission of EOIs by amending the EOI documents, in which case all rights and obligations of the EOI Inviting Authority and bidders previously subject to the deadline will thereafter be subject to the last date as extended.

**8. Modification and withdrawal of EOIs:** The Bidder may modify or withdraw its EOI after the EOI submission, for any number of times before the last date for the submission of bids with no extra cost on the e-EOI portal.

**No EOI may be modified subsequent to the last date for submission of EOIs.**

No EOI is allowed for withdrawal in the interval between the last date for submission of EOIs and the expiration of the period of EOI validity specified by the Bidder on the EOI Form. If such withdrawal is inevitable, withdrawal of a EOI during this interval may result in the Bidder's forfeiture of its earnest money deposit.

**9. Corrupt and fraudulent practices**

The Government requires the bidders/Franchisees/contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government defines for the purpose of this provision, the terms set forth as follows:

- i) "corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the act of public official in the procurement process or in the contract execution;
- ii) "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution of the contract to the detriment of the Government and includes collusive practice

- among the bidders (prior to or after EOI submission) designed to an established prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; and
- iii) "Obstructive practice" means deliberately destroying, falsifying, altering or concealing or making false statements during bidding process or during the execution of project in order to materially impede the department into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from bidding or execution of any services to the Department.
  - iv) Will reject a proposal for an award if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices or obstructive practice in competing for contract in question
  - v) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if at any other time determines that the firm has engaged in corrupt or fraudulent practices or obstructive practice in competing for, or in executing a Government financed contract.

## **General Conditions of Contract**

### **(1) Definitions**

- a. In this Contract, the following terms shall be interpreted as indicated:
  - i. "The Contract" means the agreement entered into between the Franchisee and the Franchisor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - ii. "The Contract Price" means the price payable to the Franchisor by the Franchisee under the Contract for the full and proper performance of its contractual obligations;
  - iii. "The Goods" or "Products" shall mean the finished handloom goods and products to be purchased from Banglar Saree - a vertical of West Bengal State Handloom Weavers Cooperative Society Ltd-
  - iv. the indented material purchased from the Franchisor, which the Franchisee will sell through the retail outlet under the Contract;
  - v. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, Warranty Services, Preventive Maintenance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Franchisee covered under the Contract;
  - vi. "GCC" means the General Conditions of Contract contained in this section;
  - vii. "SCC" means the Special Conditions of Contract;
  - viii. "The Franchisor" means The West Bengal State Handloom Weavers Cooperative Society Ltd- Banglar Saree a vertical of West Bengal State Handloom Weavers Cooperative Society Ltd-
  - ix. "The Franchisor's country" is the Union of India
  - x. "The Franchisee" means the firm selling the Goods and Services under this Contract;
  - xi. "The Government" means the Government of West Bengal
  - xii. "Day" means calendar day

### **(2) Application**

- a. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **(3) Standards**

- a. The Goods sold by the Franchisee under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution

### **(4) Use of Contract Documents and Information; Inspection and Audit by the Government**

- a. The Franchisee shall not, without the Franchisor's prior written consent, disclose the Contract, or any

provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Franchisor in connection therewith, to any person other than a person employed by the Franchisee in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary, for purposes of such performance.

- b. The Franchisee shall not, without the Franchisor's prior written consent, make use of any document or information, except for purposes of performing the Contract.
- c. Any document, other than the Contract itself, shall remain the property of the Franchisor and shall be returned (in all copies) to the Franchisor on completion of the Franchisee's performance under the Contract if so, required by the Franchisor.
- d. The Franchisee shall permit the Government to inspect the Franchisee's accounts and records relating to the performance of the Franchisee and to have them audited by certified chartered accountants.

### **(5) Territory**

"Territory" shall mean cities/towns/sub-divisions/blocks within & outside the state of West Bengal. The Territory may be enlarged or decreased by the Franchisor under the following conditions: -

If the demand for the products in the Territory, in the opinion of Franchisor, warrant additional capacity, the Franchisee will increase the ratio of the sale of the product under the brand and trade name of the Franchisor herein. The Franchisor will have discretion to decrease the Territory if the Franchisee fails to expand the ratio of sale and purchase of the product under the brand and trade name of the Franchisor herein in stipulated time period.

### **(6) "Term" of Agreement**

The Franchisee Agreement should be for a period of 5 (five) years which may be extended up to 9(nine) years. Performance review of the management of Banglar Saree shall be done at the end of every two financial years and the locking period will be two years. This apart, any closure of the outlet of the Franchisee within the locking period Franchisor will not take any liability of the unsold stock and Franchisee will also return all remaining packaging materials, signage, logo etc. to the Franchisor.

### **(7) Grant of Right/License**

7.1 The Franchisor hereby grants to the Franchisee a non-exclusive license to use its registered Trade Mark/s, copyright, and the right to operate as the Franchisee in the Territory defined above; subject to the terms and conditions contained in this EOI.

#### **7.2 Exclusivity**

Franchisee will operate business in the Products which were purchased from The West Bengal State Handloom Weavers Co-operative Society Ltd" and franchisee herein shall sell those finished products and goods to the intending customer or customers under the logo or trade name of "Banglar Saree" of the Franchisor herein. The Products will be sold to the customer at price not more than the MRP fixed by the Franchisor from the Exclusive Retail Shops/Franchisee Shops/ "Shop in Shop" only and the Franchisee shall not sell or supply the Products by any means to any other entity.

#### **7.3 Limitation of Rights**

Franchisee acknowledges and confirms that notwithstanding any provision of this Contract, Franchisor reserves the right to sell, market and distribute goods and/or offer without obtaining the prior approval of Franchisee under any of the Trade Marks and artworks listed in Schedule I through any retail, wholesale, or other channel of distribution, regardless of whether the goods or services are:

- (i) Now existing or hereinafter developed;
- (ii) Part of the system; or
- (iii) Now or at any time hereafter authorized for use or sale at any Franchised Unit.

#### **7.4 Product Supply within Territory only**

The Franchisee shall use its best efforts to supply the Products in the aforementioned Territory at its cost and expense. The Franchisee shall sell and supply the Products to the customers of the Exclusive Retail Shop/s or Franchisee Shop/s or Shop-in-Shop/s only.

- (i) Subject to prior and explicit approval of the Franchisor, the Franchisee may be allowed to sell products related to “Banglar Saree”, outside the Territory to any distributors, wholesalers, stockiest, agents or representatives.
- (ii) The Franchisee shall not assign nor sub-license/sub-contract of any rights as granted under this Agreement to any other third person without prior written permission of the Franchisor.

#### **(8) Trade Mark/s and Artwork/s**

"Trade Mark/s' and Artwork/s shall mean all or any of the Trade Marks and Artworks which are owned by the Franchisor.

#### **(9) Franchisee Shop/s or Shop-in-Shop/s**

Franchisee Shop/s or Shop-in-Shop/s” shall mean the shop/s having requisite space for storing of the finished goods and products for selling to the customer or customers and Franchisee as per terms of this Agreement to sell such finished goods and products to the intending customers by using the brand name or trade name of “BANGLAR SAREE”, exclusively as purchased by the Franchisee from The West Bengal State Handloom Weavers Co-operative Society Ltd”

#### **(10). Payment Terms**

- A. The Franchisee shall procure indented items of “Banglar Saree” from The West Bengal State Handloom Weavers Cooperative Society Limited, at a discounted price which will be flat 20% on the MRP of individual items (Excluding GST )as applicable ranging from Rs 351 and onward. This apart cheaper cotton Saree having the stamp price of Rs 350 should be sold to the Franchisee on 3% discount. Minimum gross procurement of cheaper cotton Saree should not fall below Rs. 1.75 lakh. The indented items will be supplied to the Franchisee by the Franchisor, at such discounted rate, (excluding transportation, packaging, loading/unloading and other costs), with applicable GST,
- B. Franchisee shall have no liberty to decide the selling price of the products of “Banglar Saree” sold through Franchise outlets and may sell at the price tags of Banglar Saree, which will not be more than Stamp Price of Banglar Saree. The Franchisee shall be free to decide their selling prices within this Stamp Price and also to offer discounts as per their choice. Franchisee will not sell any product beyond the Stamp Price (excluding GST as applicable).

#### **(11) Exterior and interior designs/layout/decoration of Franchisee outlet**

- (a) Financial assistance at the tune of Rs. 500/ Sq. ft. subject to a maximum ceiling of Rs. 5.00 lakh will be provided to the Franchisee towards setting up of new show room in respect of interior decoration/ furniture fixture etc.
- (b) Release of reimbursement claim to the franchisee in respect of financial assistance per sq ft as

mentioned above at (a) will be made only after inauguration of the show room/ shop in shop as the case may be and after submission of claim along with authenticated bill vouchers etc. received from the Franchisee duly audited by the Charter Accountant(CA).

(c) No reimbursement claim will be released in absence of the above relevant vouchers and documents duly audited by the CA.

**(12) Business Hours**

The Franchisee shall keep the franchisee retail outlet open for business only during the hours and days as permitted by the applicable Shops & Establishments Act and will adhere to the provisions of such applicable laws, rules, regulations in terms of operations and management of the retail outlet

**(13) Engagement of human resource and payment of salary, wage etc.**

The Franchisee shall sell the products of “Banglar Saree” in the brand name of “Banglar Saree” from the franchisee retail outlet(s)/Shop-in-Shop(s), with their manpower and other resources.

- a) The Franchisee shall recruit/engage the employees (i.e. workmen, office staff, supervisory, managerial staff etc.) at its own payroll, account and at its own risk, responsibilities, cost and consequences and shall also be solely responsible for all the liabilities in respect of all the statutory labour laws and other concerned enactments as applicable from time to time.
- b) The Franchisee shall provide all necessary uniform, medical aids and other lawful requirements to its staff. Franchisee shall pay their salaries / remunerations and shall assume full responsibility for the acts and omissions of its employees and agents.
- c) Wherever applicable, the Franchisee shall comply with the requirements of statutes like Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Shops and Establishments Act, Weights and Measures Act and all other applicable laws and keep indemnified the Franchisor from and against all loss, damage, prosecution and penalty in regard to contravention of the above laws.

**(14) Billing/Point of Sale Software**

The Franchisee will install the original and legal copy of the Point of Sale (POS/software system) as advised by the franchisor. Necessary upgrade of the system and sales transaction through such software will be the responsibility of the Franchisee and no manual billing will be accepted.

**(15) Products**

Products" shall mean the finished handloom goods and products to be purchased from The West Bengal State Handloom Weavers' Cooperative Society Ltd. branding “**Banglar Saree.**”

**(16) Issue of Indent, supply of goods, maintenance of stock and return/replacement of goods**

- a) License Fee shall be exempted but the stock supply shall be limited to at par with the paid amount, which can be enhanced against equivalent advance of additional payment.

For example, if the Franchisee has deposited amounting to Rupees Five Lakh, valuation of goods on indent issued by the Franchisee will not be more than Rupees 5.00 (five) Lakh.

- b) The responsibility of the Franchisor will cease once stocks are delivered to franchisee. The Franchisee has the sole liability to check the quality of delivered goods and report to the Franchisor in case of damaged/defective goods within forty-eight hours of receipt of the same. Thereafter, no claim will be entertained in respect of quality or quantity of the stocks.

Franchisee shall maintain the stock in good condition and ensure proper display for maximizing the sales in its showroom. Franchisee shall take responsibility for all risks and loss for the goods put up for sale in its premise.

- c) Transportation cost of the stock supplied to the franchisee shall be borne by the franchisee.
- d) The Franchisee shall take proper care in handling the products in its outlets. Damaged/soiled/spoiled/unsold stock in the Franchise Outlets shall not be taken back by the franchisor
- e) No unsold stock will be returned back by the Franchisee to the Franchisor.
- f) Only torn / damage / any spot on any sold goods will be returned after clear seven days from the date of receipt of the goods from the Franchisor and the same will also be replaced on the net supply value.
- g) Packaging materials / tags etc. will be supplied to the Franchisee with free of cost on requisition.

#### **(17) Grant of License and restriction of use by the Franchisor**

The Franchisor will grant right to the Franchisee and Franchisee will be liable to:

- i. Exhibit prominently the Franchisor's Emblems or Trade Marks and artworks on the shops and maintain the same in good condition.
- ii. The Franchisee recognizes the Franchisor's ownership of the Trade Marks and the artworks and covenants that it shall use the Trade Marks and artworks, approved façade and interior of the retail outlet, signage, uniform of sales personnel, colour and size of the representations of the Trade Marks and artworks and the form, manner and disposition thereof on the Products or their containers or packaging materials or advertisements or promotional products- precisely as lawfully permitted, spelt or drawn by the Franchisor and shall comply with any directions given by the Franchisor as to.
- iii. The Franchisee shall ensure that all packaging materials shall mention, depict and display that the Franchisor is the owner of the Trade Marks and artworks and the Franchisee is a licensee thereof. The Franchisee further covenants that it will not take any action which will cause breach or harm the Franchisor's ownership of the Trade Marks and artworks in any manner.
- iv. The Franchisee will purchase approved artwork, packaging material, stationery bearing logo/artwork for sale of goods from approved/enlisted suppliers of the Franchisor.
- v. Shall not use nor shall seek to register any trade mark or artwork which is identical and/or is deceptively similar to the Trade Marks and artworks of the Franchisor.
- vi. Shall not infringe or pass off or deal with any goods which infringe upon and/or are likely to be passed off as and for those of the Franchisor's goods.
- vii. Upon termination of this Agreement (either by expiry or by pre-mature termination), the Franchisee shall cease and desist from using and/or adopting any of the Trade Marks and artworks owned by the Franchisor either as its trade mark or as part of its Trading Name or as a suffix or prefix with its own trade name or otherwise.

#### **(18) Sale Report**

Franchisee herein shall furnish to Franchisor with Monthly sales and other activities reports (“**the Report**”) on calendar month basis which shall be furnished to Franchisor on 10<sup>th</sup> of the following calendar month. Such Report may include all necessary information relating to the marketing situation and any sale of the BANGLAR SAREE Products in the vicinity / territory including but not limited to sales reports, stock statements, and stock returns summary. Franchisee shall submit their monthly report, which includes sale and stock, duly verified by the statutory auditor or CA.

#### **(19) Indemnity**

The Franchisee shall always indemnify, defend and hold harmless the Franchisor and its Affiliates, agents and employees, and their respective successors and assigns, from and against all liabilities, losses, damages, costs and expenses (including the fees paid by Franchisor to Advocates & counsels, Arbitrators, Court expenses incurred in the litigation) in relation to or arising out of:

- a) the unauthorized use of the Trade Marks or artworks of Franchisor; or
- b) the violation of Applicable Laws; or
- c) the construction, renovation, upgrading, alteration, remodeling, repair, operation, or use of the Franchised unit or the Approved Location or of any other business conducted on, related to, or in connection with the product of Franchisor by Franchisee or any Person acting for or on behalf of Franchisee; or
- d) any claims or actions brought in respect of the Products manufactured and/or marketed by the Franchisee, on any ground including adulteration of the Products; or
- e) Any claims or actions or proceedings instituted by any governmental or regulatory or judicial body as a result of the Franchisee's failure to comply with Applicable Laws including the failure to obtain or comply with the terms of, any Approvals; or
- f) any use of the Trade Marks or artworks that is not in accordance with this Agreement, including claims of intellectual property rights infringement instituted by a third party as a result of such use; or
- g) any use of packages, labels or containers that have not been approved or permitted by the Franchisor, including claims of intellectual property rights infringement instituted by a third party as a result of such use; or
- h) Any breach of any provision of any Franchise Document (including breach of any representation or warranty) by the Franchisee; or
- i) Any claim or action of any third party including on account of any breach committed by the Franchisee or any misrepresentation by the Franchisee to any third party; or
- j) Anything done or omitted to be done through the negligence, default or misconduct of the Franchisee or of its officers, directors, employees or agents;
- k) Under no circumstances will Franchisor (or any of its Affiliates) be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this indemnification and against Franchisee, and the failure of Franchisor (or any of its Affiliates) to pursue such recovery or mitigate a loss will in no way reduce the amounts recoverable by Franchisor from Franchisee.

**(20) Non Assignable Right**

The Franchisee shall not sell, assign, transfer, pledge, mortgage, lease, license or in any other way or manner encumber or dispose off, in whole or in part, the Trade Mark and artwork of BANGLAR SAREE licenses under this Agreement or any interest therein, either directly or indirectly, nor it shall pass by operation of law or in any other manner without the Franchisor's prior written consent. The Franchisor's right to withhold its consent shall be absolute and unqualified. The Franchisor may, at its discretion, terminate this Agreement immediately in the event of a breach of this clause by providing one-month notice.

**(21) User Not to Act or Use Trade Mark for Certain Purpose**

The Franchisee shall not at any point of time:

- (i) take any action which shall impair any right, title or interest of the Franchisor to the said Trade Marks and/or artworks or create any right, title or interest therein or thereto which may be adverse to the Franchisor;
- (ii) Assert or claim any right, title or interest to or ownership in respect of the said Trade Marks and artworks; adverse to those contained in this Agreement;
- (iii) Use any of the said Trade Marks and artworks upon or in relation to any Products as other than the said authorized Products pursuant to the Franchise Agreement;
- (iv) permit the use of the said Trade Marks and artworks by any person, firm or body or corporate except to such persons as may be agreed to, in writing by the Franchisor;
- (v) use the said Trade Marks or artworks with any other mark or marks or artwork/s or as part of any other mark or marks or artwork/s unless otherwise agreed to in writing by the Franchisor;
- (vi) register or apply or registration of a similar Trade Marks in any class;
- (vii) use the said Trade Marks and artworks outside the Territory;
- (viii) claim any right of ownership in the Trade Marks and artworks through use thereof;

(ix) adopt or use the said Trade Marks or artworks as part of its corporate name/business name.

**(22) Franchisor to defend Trade Marks and Artworks**

The decision of the Franchisor on all matters concerning said Trade Marks and the artworks shall be final and conclusive and not subject to question by the Franchisee. The Franchisor will protect and defend above Trade Marks and artworks at its sole cost and expenses. The Franchisee will co-operate fully with the Franchisor in the defense and protection of the said Trade Marks and artworks and in the use thereof in the Territory infringing the Franchisor's Trade Marks.

**(23) Misuse of Trademark and Artwork**

The Franchisee shall not use the Trade Marks and artworks in any manner whatsoever which shall or may jeopardize the significance, distinctiveness or validity of the Trade Marks and artworks and shall apply and use the Trade Marks and artworks only upon, or in relation to or in connection with, the Products and only in such form and manner which the Franchisor may from time to time direct. The labels, containers, packing's, advertisements and the like used in relation to or in connection with, the Products shall show the Trade Marks in such manner and with such lettering and markings as may be so directed by the Franchisor.

**(24) Right of Vigilance and Quality Control Inspection**

The Franchisee shall at any and all times and as and when required by the Franchisor so to do, permit or cause to be permitted the duly authorized representative or representatives of the Franchisor to enter upon the Franchisee shop or go down to examine and inspect quality of the products and packing thereof and dispatch and distribution functions for the purpose of determining whether or not the terms, conditions and stipulations herein contained are complied with.

**(25) General Obligations**

**I. Covenants of Franchisee:**

- A. All copyrights in the Technical Information/manuals/designs and other intellectual property and Know How (including documents containing the same) shall continue to vest in the Franchisor.
- B. The Franchisee shall not be entitled to make any copies of the documents/manuals containing the Technical Information and Know How or part with any information verbal or written without the prior written consent of the Franchisor.
- C. The Franchisee shall send periodic reports as requested by the Franchisor recording the Sales break-up, employees details and other reports as mentioned in the manual and all further information as required from time to time by the 10th of the following calendar month.
- D. **Contribution and Donation** – In order to protect the Trade Marks, Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or sponsorship to any, religious, political, organizations (or to any individual on behalf of above organizations). Franchisor may withhold any such consent in its sole and absolute discretion.
- E. Franchisee undertakes to commit following Good Practices:
  - i) To pay the Licensee Fee to the Franchisor as per demand raised by the franchisor.
  - ii) To purchase the products from The West Bengal State Handloom Weavers Co-operative Society Ltd (Tantuja)
  - iii) To keep only materials which belong to the brand or trade name of Banglar Saree of the franchisor herein.
  - iv) Not to enter into any legal contracts, agreements or Memorandums or similar arrangements or not to commit or omit to do any such acts which may render the BANGLAR SAREE brand in derogation.
  - v) To adhere all contractual terms hereof with due diligence and prudence.

## **II. Covenants of Franchisor:**

Franchisor shall provide all required supports to Franchisee like product trainings, quality standards maintenance etc. when required so. The Franchisor at its sole discretion may conduct Staff Training for Franchisee's staffs to educate and train them on product related aspects.

### **(26) Customer Feedback mechanism:**

The customer feedback register or form shall be kept by the Franchisee at Franchisee Shop and all the customers to be requested to put their valuable opinion/comment regarding the goods/behavior of staffs/overall environment of the shop. The Franchisor shall examine the Feedback Register after completion of every month and shall take necessary actions to settle the Grievances, if any, lodged by the Customer.

### **(27) Notices**

Any notice, request or other communication required to be given under this Contract shall be served personally or mailed to the other party by registered post, addressed to the parties at their respective addresses set out at the beginning, or at any other address that each party shall provide to the other in writing.

#### **Notices and communications shall be considered given or made:**

- (a) Where sent by hand or courier, upon receipt;
- (b) Where sent by registered post, on the eighth Business Day following the date of posting;
- (c) Where given by fax, twenty-four (24) hours after the time of successful transmission;
- (d) Where sent by e-mail, within twenty-four (24) hours after the message has been sent to the intended recipient provided that the sender doesn't receive an automatic out of office reply and/or a message notifying the sender of delays with the delivery of the email in question.

### **(28) Termination**

Franchise Business Agreement between the Franchisee and the Franchisor shall terminate:

- a) On the expiry of the Term;
- b) By either party providing 6 months' notice in writing to the other party with or without assigning any reasons.
- c) In the event of a breach or default by the Franchisee of any provisions of and/or terms, and/or conditions, and/or obligation of this Agreement and subsequent failure to remedy the breach or default within 30 (thirty) days of having been notified by the Franchisor;
- d) Failure to pay any of the relevant payment as specified in this EOI (time being of essence)
- e) Any assignment or disposal of the Franchisee or the Location by the Franchisee;
- f) Any infringement, passing off by the Franchisee to the validity of any part of the Intellectual Property Rights
- g) If the Franchisee goes into either compulsory or voluntary liquidation except for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Franchisee makes assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against the Franchisee or any similar occurrence in any jurisdiction affects the Franchisee.
- h) If the Franchisee engages in any conduct prejudicial to the Franchisor in the production, marketing of the Products OR services generally.
- i) Cross the limit of protected Territory.
- j) Non-execution of Agreement with the Exclusive Retail Shop.
- k) Opening a retail franchisee outlet by the Franchisee without information to the Franchisor.

### **(29) Consequences of Termination**

**Upon termination of Agreement for whatever reason the Franchisee shall:**

- (a) Immediately cease the sale of the Products and cease representing or holding itself out as a Franchisee in any manner whatsoever and vacate the premises owned by the franchisor; however, on the request of the Franchisee,
- (b) Forthwith cease and discontinue use of all Trademarks and artworks and of any materials, packages or labels bearing a Trade Mark/s and artwork/s confusingly or deceptively similar to the Trade Mark/s and artwork/s of Banglar Saree or otherwise indicative of any association with the Franchisor;
- (c) Return immediately to the Franchisor, at the Franchisee's expense, all signs, display or advertising or promotional items and any training materials or other materials (except unsold goods) used in connection with the operation of the Franchise provided to it by the Franchisor;
- (d) Pay to the Franchisor forthwith (without any deduction or right of set-off) all sums of money which may be owed to the Franchisor (whether or not then due).
- (e) All obligations and liabilities of a Party that accrue or arise prior to the expiry of the Term or the date of termination of the executed Agreement shall continue unaffected.
- (f) Cease to exploit, directly or indirectly, any Intellectual Property Rights owned by the Franchisor or any company related to it.
- (g) Not to adopt or use or register any of the Trade Marks and artworks confusingly or deceptively/substantially similar to the Trade Marks and artworks of the Franchisor.
- (h) Deliver to the Franchisor any documentation including without limitation manuals, catalogues, instructions, notes, publicity promotional and advertising material, samples, letterheads, business cards relating to the Franchised unit;
- (i) Any signs containing any Proprietary Marks that Franchisee is unable to remove from the shop despite its best efforts upon termination of Agreement will be completely covered by Franchisee from view and physically removed within forty-eight (48) hours after termination.
- (j) Also will immediately remove all content regarding Franchisor from any Internet sites under its control and will take all necessary actions required by Franchisor to disassociate itself from Franchisor on the Internet. Franchisee will, at Franchisor's option and within thirty (30) days, cancel or assign to Franchisor or its designee, any domain name owned by or under the control of Franchisee or its Affiliates that contains any Proprietary Mark, or any mark that is in Franchisor's sole opinion.
- (k) The Franchisee must furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination of Agreement.
- (l) The Franchisee will retain no copy or record of any of the foregoing, except for Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents that Franchisee reasonably needs for compliance with any provisions of Applicable Law.

**(30) Non-competition and Liquidated Damages**

The Franchisee agrees, undertakes, promise and covenants unto the Franchisor that in the event of termination of Contract/Agreement for whatsoever reason or expires by efflux of time, the Franchisee shall immediately cease to operate and/or carry on, directly or indirectly, franchisee business of "Banglar Saree".

The Franchisee further agrees, undertakes, promise and covenants unto the Franchisor that upon ceasing to be the Franchisee for whatsoever reason, the Franchisee shall not make use of **Banglar Saree** brand name or trade name of products directly or indirectly. In the event, Franchisee is noticed or found to continue the use of brand name or trade name identical or similar or deceptively similar to that of Banglar Saree, post termination / expiration of this agreement, the Franchisee shall be liable for lawful action/s and in such event the Franchisee shall be liable to pay liquidated damages of Rs. 1000/- per day of such use to the Franchisor and shall also render himself liable for criminal proceedings for such misuse or unauthorized use. This is without prejudice to any other rights and

remedies available to the Franchisor herein.

**(31) Limitation of Liability**

In no event and under no circumstances, the Franchisor shall be liable to the Franchisee for any direct, indirect, consequential or special damages or for any loss of business or profits, loss of revenue, loss of opportunity or loss of goodwill etc.

The failure of the Franchisor to exercise promptly any option or right granted or to require strict performance of any obligation herein imposed upon the Franchisee shall not be deemed or construed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein from the Franchisee.

**(32) Confidentiality**

The Franchisee covenants and undertakes unto the Franchisor to maintain and procure the maintenance of the confidentiality of the Franchisor's Confidential Information at all times and to keep and procure the keeping of all Confidential Information belonging to the Franchisor fully secured and protected against theft, damage, loss or unauthorized access, and not at any time, whether during the terms of the executed Agreement or at any time thereafter, without the prior written consent of the other party / Confirming Party, directly or indirectly to use or authorize or permit the use of any of the sole purpose of the performance of its rights and obligations hereunder, or to disclose, exploit, copy or modify any of the Franchisor's Confidential Information, or authorize or permit any third party to do the same. Franchisee shall indemnify to Franchisor from and against any and all loss or damage incurred by the other / Confirming Party as a result of any breach by the indemnifying party or its employees, officers, agents or contractors, of any of its or their obligations under this Clause.

**(33) Relation between Parties**

The relation between the Franchisee and Franchisor will be that of principal to principal and not as principal and agent or otherwise. Nothing in the Agreement between the parties shall create or be deemed to create any relationship of agency, partnership or joint venture between the Franchisor and the Franchisee.

It is further agreed that none of the employees/ servants/ officers/ staff appointed by or engaged by Franchisee for the purposes shall be deemed to be or construed as employee, agent or staff or workmen of Franchisor and that the Franchisor shall not have or be deemed to have any employer/ employee or master and servant relationship with the staff and personnel appointed or engaged by Franchisor.

**(34) Compliance with Laws**

The Franchisee shall comply with all the local laws that it is governed by. Franchisee shall hold the Franchisor harmless from any act of omission or royalty and shall be solely responsible for all taxes, penalties, employee liabilities, etc. during or after the subsistence of execution of agreement.

**(35) Force Majeure**

Neither party shall be liable to the other for delays in performance or failure to perform its obligations under execution of Agreement, other than obligations to pay money, occasioned in whole or in part by force majeure acts of God, fire, governmental act, epidemic or government lockdown or regulation war, civil commotion, destruction of plant, delay of carrier any government act, law or regulation compliance with any governmental request or any other cause beyond its control.

If the Franchisee is unable to make payments required under executed Agreement due to the reasons set forth in this Section. Such party will immediately notify the other party and will be accorded a reasonable period of time (not to exceed ninety (90) days) to make payment before the Franchisor exercises its rights to terminate the Agreement.

**(36) Jurisdiction and Arbitration**

This EOI and subsequently executed Agreement between the parties shall be governed by applicable Indian laws in force and shall be subject to the exclusively jurisdiction of courts in Kolkata.

Any dispute or difference arising between the Franchisee and Franchisor out of the Agreement relating to any matter in connection with or arising out of the Agreement including but not limited to any terms hereof and/or construction or effect of any of the clauses hereto between the parties hereto

shall first be endeavored for amicable settlement through table talks.

If foregoing endeavor fails for a period of 30 days, then the dispute shall be referred for adjudication and disposal by a sole Arbitrator (to be appointed by Dept. of MSME&T, Govt. of West Bengal). The Arbitration shall be invoked by aggrieved party in writing.

The Arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 and amendments up to date therein.

The arbitration award passed by the presiding arbitrator shall be the final and binding on the parties and their respective successors in law.

The venue of Arbitration shall be Kolkata.

The language shall be English.

Nothing stated above herein will prejudice the rights of the Franchisor to seek prompt protection of its trade mark/s or other Intellectual Property Rights in any court of law either before or during or after the Arbitration course and may revoke its license granted herein to Franchisee.

**Sd/-  
Managing Director**