



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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

Tele: (033)-2335 5298 : E-mail: info@wbldc.in

Website: www.wbldc.in Toll Free No. **18001208243**

Notification No. *WBARD/WDLDC/EOI-545e/2023-24*

Dated. *14/08/2023*

Expression of Interest (EOI)

For

ENGAGEMENT OF CLEARING & FORWARDING (C & F) AGENT FOR ASSAM AND OTHER NORTH-EAST INDIA BASED AT GUWAHATI UNDER WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED, LB-2, Sector-III, Salt Lake City, Kolkata-700106

for

Sales of Haringhata ® Meat (Frozen and Chilled) and Non-Meat Items

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata-700106 invites online bids (as per the prescribed format) from Interested & Eligible Individuals/Company/Firms/LLP/Proprietorship Concerns preferably having experience in similar nature of work for “Engagement of Clearing & Forwarding (C&F) Agent exclusively for Assam and Other North-East India based at Guwahati for **Sales of Haringhata ® Meat (Frozen and Chilled) and Non-Meat Items**. Selected Agency will be entitled to use their own Capital Infrastructure and premises against the given sets of terms & conditions. Intending Agency may submit their offer in the prescribed format (BOQ) **from 14.08.2023: 06 :55 P.M up to 06.09. 2023 : 11.30 A.M** . The details sets of documents of EOI including application form can be availed on or before **14.08.2023 : 06.55 P.M**.

Any addition / deletion /modification and correspondence related to the EOI document will be posted on the website www.wbtenders.gov.in as well as Corporation’s website (www.wbldc.in/tenders).


(Dr. Gouri Shankar Koner)
Managing Director
W.B.L.D.C. Ltd.



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Schedule for Submission of EOI

S.No.	Event	Date
1.	Date of publishing the EOI on the Corporation's website and in newspapers	14.08.2023: 06.55 PM
2.	Date of download of application form and related documents for EOI	14.08.2023: 06.55 PM
3.	Last date for submission of queries by the prospective Agency for pre-bid meeting	22.08.2023: 11.30 AM
4.	Date of holding pre-bid meeting at HQ (Compulsory)	22.08.2023 at 2.00 PM
5.	Last date for issue of addendum/corrigendum, if any	25.08.2023
6.	Last date and time for submission of completed EOI documents online	05.09.2023 up to 11.30 AM
7.	Earnest Money (EMD) through online to be deposited	₹. 50,000.00 (Fifty Thousand)
8.	EMD exemption whether allowed	Yes
9.	Opening of EOI documents	07.09.2023 from 11.30 AM
10.	Venue for conducting pre-bid meeting and opening of EOI documents	West Bengal Livestock Development Corporation Limited, LB-2, Sector - III, Salt Lake City, Kolkata 700106


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ANNEXURE-I

General Terms & Conditions for submission of EOI.

- Applications for Engagement of Clearing & Forwarding (C&F) Agent exclusively for Assam and Other North-East India based at Guwahati for **Sales of Haringhata ® Meat (Frozen and Chilled) and Non-Meat Items** under West Bengal Livestock Development Corporation Limited may be submitted by the firms / agencies / companies by exercising one of the following options –
 - Independently
 - As a Joint Venture (JV) or Consortium; maximum three entities are permitted to form a JV;
 - A sub-consultancy agreement to complement their respective areas of expertise to strengthen the technical responsiveness of their proposals and make available bigger pools of experts to provide better approaches and methodologies. Such an association may be for a long term or for a specific assignment. All members of the JV shall however sign the contract and they shall be jointly and severally liable for the entire assignment.

A firm shall submit only one proposal; either individually or as a JV partner. If a firm, including a JV partner, submits or participates in more than one proposal, all such proposals shall be disqualified.
- The Agency should meet minimum pre-qualification criteria for getting empaneled. Only those Agency/consultants / firms of consultants, who fulfil the following prequalification criteria need apply in the prescribed EOI forms for getting empaneled;
 - Work experience: (i) At least 3 years of experience, in the field of similar work for Government / Semi-Government / Private Sector organizations
 - The Agency should have an average annual Financial Turnover (Gross) on similar work as defined of **minimum 10 crore during the last three consecutive years. Balance sheets of the Agency's company should be duly audited by Statutory Auditors / any other**
 - Should have qualified professionals matching the expertise expected in the scope of the work who may be required for successful sales service related work, details of which may be given in the application form.
- Intending / Interested Agency / firms / agencies are required to submit details about**
 - ✓ **Application Form (Annexure-IV)**
 - ✓ **PAN Card**
 - ✓ **I.T. Return as on 31/03/2022. (A.Y. 2022 – 2023)**
 - ✓ **Trade License / NOC From Panchayet / Municipality**
 - ✓ **Credentials (in similar nature of work) (Annexure-VI)**
 - ✓ **EOI Duly signed to be uploaded**
 - ✓ **Declaration Form (Annexure-V)**
- Agency shall not attach any other information other than the above-mentioned information to be eligible for consideration for selection.



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5. **Conflict of Interest** : Agency shall not have a conflict of interest. All Agency found to have a conflict of interest, as mentioned below, will be disqualified. The Corporation's decision will be final.

- (a) Agency in two or more different applications having controlling shareholders in common.
- (b) The Agency (including their personnel and sub-consultants) that have a business or family relationship (as defined under Companies Act, 2013) with such members of the Corporation Staff who are directly or indirectly involved in this project shall not be considered for selection.
- (c) A firm / company / agency hired to provide such services for the project and each of its affiliates viz. JV partners, sub-consultants, shall not be eligible in subsequently participating in the tender process (i.e. other than consulting services) for selection of vendors resulting from or directly/indirectly related to the firm's consulting services.

6. **Corrupt or Fraudulent practices**: The Corporation requires that Agency for selection observe the highest standards of ethics during the currency of the panel. In pursuance of this policy for the purpose of these provisions, the terms as set forth below:

- **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence decision in matters relating to this project;
- **"fraudulent practice"** means a misrepresentation of facts in order to influence the selection and award of a contract to the detriment of the Corporation, and includes collusive practices among Agency (prior to or after bid submission), designed to establish bid prices at artificially non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- **"Collusive practice"** means a scheme or arrangement between two or more Agency, designed to establish bid prices at artificially, non-competitive levels.
- **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in this tender.

The Corporation will reject a proposal for award of work if it is determined that the Agency recommended for award of work was engaged in corrupt or fraudulent practices in competing for the work in question. The Corporation's decision will be final and binding.

The Corporation will declare an Agency ineligible, either indefinitely or for a stated period of time from being awarded a contract / contracts, if at any time it is determined that **there is a conflict of interest** or the Agency was engaged in corrupt or fraudulent practices in competing for the award of work/contract or in executing the contract. The Corporation's decision will be final.

7. **Integrity Pact** : The Agency shall sign a Pre-Contract Integrity Pact (**Agreement Annexure-D**) and shall note that the precontract integrity pact submitted by them along with the application will be valid for the tenure of the contract and extension of the contract, if any, thereafter.



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8. Non-Disclosure clause :

- a) The Agency shall treat all documents, information, data and communication of and with the Corporation as confidential.
- b) The successful Agency shall not, without the Corporation's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Corporation to any person other than the person(s) employed by the Agency in the performance of the work.
- c) Further, any such disclosure to any such person employed by the Agency shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.
- d) The Agency shall not, without the Corporation's prior written consent, make use of any document or information mentioned in these conditions of the EOI except for the sole purpose of performing this EOI. The Agency shall abide by the above non-Disclosure clause and accordingly shall submit the Non-disclosure in Agreement

9. Amendment to EOI document :

- At any time prior to the deadline for submission of EOI applications, The Corporation either on its own or on the request of the Agency/s may amend the EOI Documents by issuing addenda.
- An addendum issued under the above clause shall be part of the EOI Documents and shall be posted only at the Corporation's website & Notice Board.
- To give Agency reasonable time to take an addendum into account in preparing their Applications, the Corporation may, at its discretion, extend the deadline for the submission of the EOI Applications. Further if requested by a few Agency or as required, Corporation may also decide to extend the deadline for submission of the EOI applications.

10. Pre-bid meeting : The Corporation will arrange a clarification meeting with all the prospective Agency at the address mentioned in the Schedule of Submission to clarify the details of the requirements of Selection as also any other points/doubts. Agency/s is/are requested to inform the names of persons who will be attending this meeting at the email info@wbldc.in. A maximum of two persons from an Agency will be allowed **to attend the mandatory pre-bid meeting.**

11. Language of Application : The language used in the Application as also in the supporting documents shall be English . If any of the document/s submitted as part of the EOI is/are in the languages other than English , the Agency shall provide translation of such document/s / certificates in English.

12. Filling of Application Forms :

- All information, as called for in the enclosed forms, shall be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact shall be mentioned in the relevant column/s. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry shall be made in that column. If any particulars / queries are not applicable in case of any Agency, it shall be stated as 'not applicable'. The Agency are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing information may result in the Agency being summarily disqualified. Applications those received late will not be considered.

- The application shall be neatly printed.
- Notice inviting Expression of Interest placed on the website and released in Newspapers, is part of this document and shall be considered and interpreted for all purposes in connection with selection of consultants. The Agency may furnish any additional information, which is deemed necessary to establish its capability to successfully complete this project. Superfluous information need not be furnished, and no information shall be entertained after submission of EOI document unless specifically called for by the Corporation.
- Any information furnished by any Agency if found to be incorrect either immediately on opening of the EOI application or at a later date, shall render the Agency liable to be debarred from participating in this project.
- The Agency shall submit a checklist as per the format provided along with the application
- If space in the proforma is found insufficient for furnishing all the required details, such information shall be supplemented on separate sheet/s stating therein the part of the proforma and Serial Number to which it relates. Separate Sheet/s shall be used for each part for the purpose.
- Any letter or document, accompanying the pre-tender qualification form, shall be submitted only in original.
- The Agency shall bear all costs associated with the preparation and submission of its EOI Application. The Corporation will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the pre-qualification process.

13. Signing of the Application and Number of Copies :

The Application shall be typed and signed on all the pages by the person/s duly authorized to sign on behalf of the Agency. The power of attorney duly notarized and on a stamp paper authorizing the person/s to sign and act on behalf of the firm, shall be submitted. An authorized representative shall have the authority to conduct all business functions and incur liabilities related thereto for and on behalf of the Agency, during the prequalification process and thereafter.

14. Sealing of application

The original application shall be signed properly and submitted (online)on or before the final date and time for submission of the application, as specified in the Schedule of Submission of the EOI application.

15. Deadline and Address for Submission of EOI applications :

- EOI applications shall be submitted (Online) as mentioned in the Schedule of Submission of EOI application, by hand or through registered post or courier service are not accepted, In respect of applications received by post or courier, the Corporation shall not assume any responsibility. The Agency may note that under no circumstances, the EOI applications should be submitted by email at the address provided in the EOI document.
- The Corporation may, at its discretion, extend the deadline for the submission of the EOI Application, in which case all the rights and obligations of RBI and those of the Agency, subject to the previous deadline, shall thereafter be subject to the deadline as extended.



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16. Clarifications on application:

- The Agency shall be evaluated on the basis of the application and the supporting documents submitted by them online. Corporation shall not be under any obligation to seek any further information or clarifications from any Agency.
- Without prejudice to the above clause, in order to assist in the evaluation of applications, Corporation may, at its sole discretion, ask any Agency for any clarification on its application, which shall be submitted by the Agency within a stated period of time.
- If an Agency does not provide clarifications by the date and time as specified in the Corporation's request for clarification, its application shall be liable to be rejected.
- It is clarified that Agency shall not be required to submit on their own, additional information or materials subsequent to the date of submission and such materials, if submitted, shall not be considered. It is therefore, essential to ensure that all questions/queries are answered fully in the proforma or otherwise. The pages of the EOI document, its annexure and additional information (all taken together shall be considered as the EOI application), if any submitted, shall be numbered sequentially and signed. General responses such as "included in brochure" without specific item reference, are to be avoided.

17. Responsiveness of Agency :

- An application, which does not meet all the requirements of the EOI Document, shall be rejected forthwith and the Corporation's decision will be final.
- The Agency shall note that this EOI is intended to provide preliminary information. The information contained herein shall not in any way be construed as binding on the Corporation.
- The Agency are advised that the selection of the Approved Agency for this Project shall be entirely at the discretion of the Corporation. Agency shall be deemed to have understood and agreed that no explanation or justification of any aspect of the EOI process shall be given by the Corporation and that the results of the EOI process shall be without any right of appeal to the Agency, whatsoever.
- All documents and other information, submitted by an Agency to the Corporation shall become the property of the Corporation. Agency shall treat all information (which they come to have in connection with this project) as strictly confidential. The Corporation shall not return any EOI document submitted to it by the Agency.
- The Corporation shall inform the Agency/s about the outcome after the due process is completed.

18. Withdrawal of applications :

- No modification or substitution of the submitted application shall be allowed.
- An Agency may not withdraw its application after submission, provided that written notice of the withdrawal is received by Corporation before the scheduled hour and date for submission of the applications.



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19. **Right to accept / reject any or all applications** : The Corporation reserves the right to accept or reject any or all the applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment. The Corporation's decision in the matter will be final.

20. Attachments :

- Agency shall attach clearly marked and referenced continuation sheets in the event that the space provided in the EOI Document is found insufficient.
- In responding to the EOI application, Agency shall demonstrate their capabilities in relation to the requirements of the project/work as envisaged, by providing materials/information based on their experience, past performance, their personnel and financial resources.
- It is expressly clarified that before submitting the EOI, the Agency must have examined carefully the contents of all the documents and any failure to comply with any of the requirement of the EOI document will be at the Agency's risk only.

21. Evaluation of the Agency on the basis of EOI application from those applications, which meet the requirements of the EOI Document, shall be processed further.

22. Process of selection : All the EOI applications received will be screened as per stipulated Pre-qualification Criteria. The Agency found meeting the pre-qualification shall be further subjected to the Evaluation . Agency will be selected as Lowest Offering Rate as per Item(s) mentioned in Financial Bid. Price (as % on Stock Transfer Value /Invoice Value per month) and all other charges shall be quoted in figures in Technical Bid.

Documents must be submitted (off-line) in original scan copy. Attested photo-copy will not be considered in off-line submission as valid documents. Technical proposal (BID-A) should contain statutory & non-statutory document as described above. Financial proposal (BID-B) should contain the following documents in one cover (folder) . The bidder is to quote the rates of items on FINANCIAL BID in the space marked for quoting rate in the Form.


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W.B.L.D.C. Ltd.



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ANNEXURE-II

SPECIAL TERMS & CONDITIONS

1. Interested & Eligible individuals/Company/Firms/LLP/Proprietorship Concerns preferably having experience in similar nature of work are eligible to participate, directly or through their sponsored entity, be it a company, firm or LLP provided they fulfill the following conditions, Sponsored participating bidders must furnish authorization from its sponsoring entity.
2. The applications (EOI) along with other documents will be opened & evaluated by the selection Committee of this Corporation on 07.09.2023 : 11:30 AM or onwards.
3. The period of agreement will be initially for 1 (One) years which may further be extended up to another six months depending upon the performance of the concern.
4. The selected party shall be entitled to use their own capital infrastructures presently lying as per specifications/alteration as per SOP if required shall be borne by the agency himself.
5. The party will have to supply the products (Frozen/Chilled Meat , Meat product & Non Meat Items as Haringhata ® Brand) of the said Area (Assam & other North East India based at Guwahati) exclusively for Corporation as per projection. However, Corporation will not be responsible for any dispute arising there from, and under any circumstances, if supply chain to the Dealers/End User is interrupted, the selected agency will deem responsible for that and the matter will be accordingly dealt with as per the agreement clauses.
6. Before or at the time of entering into this contract the selected party shall have to furnish a security deposit **of Rs. 10,00,000/- (Rupees Ten Lakh)** only in form of Demand Draft / NEFT in the favour of “ WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED” payable at Kolkata. The selected party must enter into a contractual agreement with this Corporation on Rs.200/- Non-Judicial Stamp Paper . The Security money will be refunded back to the party after expiry of the validity of service tenure for specified period. The Security money will not carry any interest.
7. In case of continuous unsatisfactory performance of the agency, the Corporation may terminate his agreement without any notice. If the supplier failed any consignment the loss shall be adjusted from the security deposit and any decision regarding this adjustment shall be under sole discretion of Managing Director, W.B.L.D.C.Ltd. The selected party shall have to abide by the terms & conditions as will be laid down by the Corporation time to time.


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



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ANNEXURE-III **(Scope of Work)**

1. PRODUCTS :

The WBLDCL is presently engaged in the manufacturing, marketing, sale & distribution of Meat & Meat Products (both Chilled & Frozen) and Non-Meat items including those manufactured / sold by other manufacturers / companies in the Brand as **Haringhata®** (hereinafter collectively referred to as "The Products").

2. APPOINTMENT :

The C & F Agent has represented and warranted that he has the necessary infrastructure / facilities and is capable / competent to act as Carrying and Forwarding Agent for and on behalf of the WBLDCL and in that connection to receive the products sent by the Corporation, to store the products under its control and to deliver and / or forward them to concern dealers'/distributors on such directions as may be instructed by the Corporation from time to time and has requested the Corporation to appoint them as its **Carrying and Forwarding Agent**.

The Corporation after considering the aforesaid request of the C & F Agent has agreed to appoint the C & F Agent as its Carrying & Forwarding Agents, on the terms and conditions hereinafter appearing.

3. TERRITORY :

Now this agreement witnesseth that in pursuance of the above and the mutual covenants of the parties hereto, the Corporation hereby appoints the C & F Agent for the purpose of Clearing , Storing and Forwarding the said products as well as Liaison activity IN THE STATE OF **ASSAM and OTHER NORTH-EAST STATES OF INDIA** (hereinafter collectively referred to as the territory) with effect from October-2023

4. DURATION :

The Corporation hereby appoints the C & F Agent to carry out the various obligations hereunder with effect from **October-2023**. This Agreement shall remain in force and be binding on the parties till **September-2024** unless terminated earlier by either party by giving one month's notice in writing to the other. This Agreement shall be subject to renewal for further such period/s upon such terms and conditions as may be mutually agreed upon in writing between the parties , however the renewal of this agreement will solely depend on the discretion of WBLDCL.

5. NON-EXCLUSIVENESS :

The C & F Agent shall during the continuance of this agreement, confine themselves strictly to the territory as per Clause 3 above and that the Corporation shall have full liberty and right to appoint at any time or from time-to-time Dealers'/Stockists/Liaison Stockists for the said products in the said territory in addition to the C & F Agent.

6. COVENANTS OF THE C & F AGENT SPACE AND FACILITIES :

6.1. The Corporation shall arrange to deliver the Products to the C & F Agents on a stock transfer basis from Corporation's Plant or from any branches / depots / warehouse / factories of the Corporation or its principals or from any other place in India.

6.2. The C & F Agent shall take delivery of the Products from the transporter / carrier immediately on their arrival at the destination. If the consignment sent by the Corporation does not reach the destination within scheduled days of dispatch, the C & F Agent shall give a written notice of the same to the Respective Plant/transporter with a copy marked to the Corporation. The Corporation/Plant undertakes to notify the C & F Agent of all dispatches of goods within 24 hours of such dispatch.

6.3. The stocks on reaching the premises of the C & F Agent godown shall be checked and counted by the C & F Agent. In the event of loss, damage, shortage or spoilage, the C & F Agent shall procure necessary certificate of loss damage, shortage or spoilage from the Corporation and where necessary, shall also arrange for insurance surveys as laid down under insurance Corporation's Rules (if applicable) . In the event of failure to comply with this condition ***within three days of received*** , the liability of financial loss, if any, will entirely rest on the C & F Agent. The Corporation will provide the C & F Agent with full details of plants/ transporter / insurance requirements.

6.4. The C & F Agent shall arrange for proper storage of the Products in a specialized godown (***Cold Room for Frozen meat and Meat Products***) as per SOP as well as **minimum stock preservation** of first class construction with adequate capacity which is to be enhanced eventually, as per requirements and the products shall not be mixed up with the products of any other parties including those of the C & F Agent itself. The C & F Agent shall be responsible to the Corporation for all damages / losses due to improper storage and / or bad handling of the Products or shortage or theft of the Products from their godown and shall indemnify and keep indemnified the Corporation for all such losses and damages. The C & F Agent further agrees and authorizes the Corporation hereby to adjust such losses / damages from any sums that may be payable to the C & F Agent under this agreement or otherwise by the Corporation.

6.5. The C & F Agent shall keep and store the stocks of the said Products in a safe and secure condition to avoid contamination from any source and to prevent damage or loss from theft, fire, flood and other dangers. The C & F Agent shall also keep the products in clean and hygienic premises and surroundings in compliance with the rules prescribed by SOP as well as FSSAI Norms.

6.6. C & F provide suitable office space with table/ s, Chairs and telephone/ E- mail/ Facilities etc. for Corporation's authorized representatives Space and Facilities provided at Store/office premises.

6.7. Selected Agency provide necessary furniture including Computer and Printer, Almira, Batch control Card / Cardex System, Wooden Pallets, Hydraulic Trolleys, Packing Materials/ Equipment, Racks, Files, Carbon Papers, Blank Papers, Envelopes, Postage-Incoming and Outgoing Mail Registers, and other Registers/ Exercise Books and Tea/ Coffee to staff/ visitors at their own cost. The Corporation shall supply to the C & F Agent Corporation's printed invoice pads, essential prescribed forms and Corporation's letter heads and all other standardized stationery and repackaging materials if required.

6.8. Make available to the Warehouse premises acceptable to the Corporation and to such other concerned authorities for performing satisfactorily the C & F Agent obligations under this Agreement and for the storage of the said products and obtain the necessary license from the Competent Authority.

6.9. Provide necessary manpower such as Manager/ s, Accountant/ s, Clerical Assistance/ Secretarial Assistant/ s, and Computer Operator, Packers, Attendant/ s, Peon / s, Cleaner/ s, and Loader/ s etc. at the own cost of the C&F Agent.

6.10. Keep the warehouse in good condition with proper repairs and free from termites/pests for the purpose of storing the Corporation's said products. The C& F Agent shall keep the Warehouse furniture, fixtures and other equipment insured at their own cost against loss by fire, theft, riots, floods, civil disturbances etc.

6.11. Arrange registration under shop & establishment Act and other applicable statute/ Trade License/ GST/PAN/TIN numbers etc. as per rule at the cost of C&F.

7. RESPONSIBILITIES OF THE C & F AGENT :

7.1. Follow-up with transporters/ Plant offices for the arrival of stocks, field promotional materials, etc. dispatched by the Corporation, without incurring any demurrage or warfare, receive them forthwith on arrival and ensure that only undamaged/ unsoiled stocks are taken in the custody. In the event of outward damage observed in case of any shipper in the consignment, the C & F Agent shall insist or upon delivery and collect relevant damage/ breakage / soilage/ shortage certificates from the transporters/pant vehicle and keep such damaged /broken soiled stocks from the goods received and immediately intimate the Corporate Office by telephone/e-mail about the products/quantity/value so damaged/broken/soiled/found short and forward to the Corporation full details including damage certificate (photocopy to be retained with the C & F Agent) within 48 hours of observation of such damage/breakage/soilage/shortage etc., for preferring claim or transporters/WBLDCL.

7.2. Arrange to unload the stocks received, store neatly and safely pallets, minimum 1 foot away from the walls allowing sufficient space between each pallet for the movement of goods/checking personnel as per SOP.

7.3. Ensure to collect the stock transfer vouchers/Challan/ In-Voice (STVs) and other relevant documents from the sources sent by the Corporation.

7.4. Ensure that the Stocks / Promotional materials received are stored in a separate exclusive area which can be locked securely as approved by the Corporation's Representative and are rearranged regularly to enable dispatch to different destinations (Dealers), as advised by the C & F /WBLDCL, adhering to the **system of "first-in-first-out" basis.**

7.5. Arrange to physically check/ stock the promotional materials received separately and send immediately by return registered post the relevant acknowledgement in case such trade activities are launched in future. Copies of STV/ SDCs (**Stock Dispatch Challan**) along with duly filled in proper Forms shall be sent to the Corporation acknowledging the receipt of the stocks dispatched.

7.6. Maintain up to date records of all materials received including orders from customers, as per the formats prescribed by the Corporation, get the materials scrutinized by the Corporation's authorized representative and ensure that necessary acknowledgements/replies are sent to Corporation/the customers within three days of receipt of materials, letters, orders etc. The promotional material received from the Corporation should be entered in a separate register and to be warehoused separately. Indicate the category of sales such as Trade, Non-RC, RC etc. as prescribed by the Corporation from time to time.

7.7. Arrange processing of orders and execute dispatch instructions received and to prepare invoice-cum-delivery challans as per Corporation's guidelines. The C&F must comply with the Information Technology norms of the Corporation. Arrange segregating/ packing of stocks under supervision of an officer ensuring that correct products/ quantities as per invoices are packed properly, securely and dispatched to customers through Corporation approved transporters, railways, airlines, as the case may be.

7.8. Ensure that the stocks are segregated against orders received and dispatched within 48 hours of receipt of the orders and or as the case may be within 72 hours of receipt of orders. In case of Government orders, where specific stamping is required, the C & F Agent, shall arrange to get appropriate stamping and label marking done, and arrange to deliver the stocks within scheduled

periods from the date of receipt of the orders or well ahead of the delivery period indicated by the customers. However Agency will bear the cost of stamping & labelling as mentioned. Agency shall be responsible for ensuring adequate stocks or arranging prompt dispatch of materials to the C & F Agent as per orders thus booked.

7.9. Accept and store returned goods, such as recalled consignments on justified reasons, goods lying at the C & F store premises for more than 60 days, broken/ damage / near date expiry stocks/ date expired stocks on written / E. Mail confirmation from the Corporation and as per stipulated policy guidelines of the Corporation/ Corporation's authorized representatives and dispose-off the same after proper accounting, only after receiving written / E. Mail instructions from the Corporation's Authorized Representatives/Committee. **In general no stock will be returned from C & F to Corporation except defect related to manufacture/ processing / quality which to be intimated as soon as possible for proper approval.**

7.10. Ensure that all incoming / outgoing stocks are correctly recorded on day-to-day basis in Batch Control Card Bin card / Cardex incorporating the relevant details immediately after segregating and repacking of stocks kept aside for dispatching and maintaining of records of inventory control up to date, on day-to-day basis.

7.11. Shall keep such books of accounts and other records in respect of all transactions affecting the C & F Agent's business in respect of the Corporation Products and services as the Corporation may prescribe from time to time and will make such books, documents and records available for inspection at all times to the Corporation's authorized representatives. The C & F Agent shall comply with all accounting instructions given by the Corporation from time to time and shall provide the Corporation with such statistical / Accounting information and other particulars as it may require. The Corporation shall have full liberty to make copies of or extracts from such books of accounts, vouchers and other papers connected with the same and all such documents have to be preserved as directed by the Corporation and the information regarding Corporation's business shall never be let known to others without written / E. Mail approval from the Corporation.

7.12 In the event of any loss/breakage/damage to the Corporation's consignments dispatched from the C & F Agent to Customers, the C & F Agent shall take immediate actions and file claims/settlement themselves. ***The Corporation is not liable for that but have liberty to intimate the reason with all relevant photocopies to the Corporation.*** Deliver/dispatch goods to the appointed stockist and institutional buyers, Dealers strictly as per the scope of the Agency.

7.13. The C & F Agent shall be solely responsible and accountable for the Corporation's stock once invoiced and removed from the warehouse for dispatch to Customers.

7.14. Agency shall invoice the said products directly at the prices indicated in current price-list/approved rate for area specific issued from time to time on the subject, and/or as per written/ E. Mail communication received from time to time on the subject, issued by the Corporation's authorized representative, ensuring that the stocks are invoiced to the stockists at the stockist price, to dispensing institutions at a rate approved by Corporation's authorized representative and price to Government, Semi-Government and as per Government price-list and/or rate contract prices applicable to specific customers as entered into in the Respective agreements, by the Corporation.

7.15. Soiled stocks returned by various Stockists / Institution/Distributor/Others, in the said territory would be received by the C & F Agent and replacements made as per their own discretion or the Corporation's instructions.

7.16. The C & F Agent shall update the information on Weekly and Monthly basis and ensure that the relevant information in prescribed format as per the Corporation Management instructions are sent to the Corporation's Corporate Office/ Plants by Mail so as to reach early by 7th of every month.

7.17. C & F is not authorized to sign any documents on behalf of the Corporation without the prior written / E. Mail approval of the Corporation's authorized representative.

7.18. Agency may prepare regularly every week list of outstanding payments to be realized on weekly basis, reflecting customer order number and date invoice number and date and total value of the invoices and undertake follow-up activities, personally or through own sales representatives. **They are sole responsible for clear their outstanding dues from market. They have to pay in advance or within due credit period as per agreement in between for entire Stock transferred value from Plant time to time against their requisition.**

8 . SERVICE :

The C & F Agent

8.1. Shall furnish to the Corporation the product-wise requirements at least thirty days in advance including the requirements for the following two months on a rolling plan basis in consultation with Sales Manager of the Corporation.

8.2. Shall hold at any time a minimum of one month's stock (of the best three consecutive previous months' average sales of the preceding 12 months) to ensure availability of every product and pack size to the Corporation's customers at all times.

9. GUARANTEES/PAYMENTS :

9.1. The C & F Agent shall provide to the Corporation a security deposit of **Rs. 10,00,000.00 (Rupees Ten Lakh Only)** which will be periodically reviewed by the Corporation for enhancing the limit and other securities depending on the values/risk of business. The C&FA is not entitled to the any interest on the security deposit .

9.2. The Corporation, at its own cost shall take special declaration for transport policy for all the stocks dispatched from Kolkata/Siliguri / Plants in West Bengal to C & F Agent's Warehouse . The C & F Agent shall prepare and submit in triplicate (retain one copy for their records) two separate statements as indicated below for total value of the stocks dispatched from C & F Agent to Stockists/ Customers during the month.

9.3. The C & F Agent shall not be entitled to any remuneration on value of free goods, samples and promotional materials dispatched to the C & F Agent for onward dispatch to Stockist/ Customer/ field force as and when such schemes are announced.

10. STOCK RETURN :

In case of stocks returns from customer's end due to any circumstances shall be recovered from the C&F Agent (**in their own discretion**). The Corporation shall not refund to C & F any payment made on account of actual freight and other expenses incurred by C & F or return of *stocks by the Stockist /Dealer/Institution to the C & F or in case the material has not been accepted by the institution etc.*

11.GENERAL :

11.1.The C & F Agent shall not enter into any financial transactions with the employees and/ or the nominated representatives of the Corporation. The Corporation has no liability whatsoever of such transactions.

11.2.The C & F Agent is solely responsible to collect cash/outstanding dues from any party/customer/ stockist. Agency will take all precautionary care, as the prudent C & F Agent to check/ avoid loss/damage to the goods and fully protect them against damage by any natural and or unnatural factors including heat, rain, moisture, flood, pests, poisonous gases, oil and odorous substances, so as to maintain the goods in the same condition, as they were delivered to the C & F Agent in the first instance.

11.3. The C & F Agent, however, shall be solely & wholly responsible for ensuring efficient and effective implementation of the total distribution operation as per the requirements set out by the Corporation's representatives from time to time.

11.4.Agency should allow the authorized/nominated representatives of the Corporation at all reasonable times to enter upon and inside the premises where the said products of the Corporation are stored by the C & F Agent and permit such representatives to physically verify and check the stocks of the said products stored with the C & F Agent and to check the books and records maintained by the C & F Agent in connection with their activities under this Agreement.

11.5.The C & F Agent shall describe themselves only as Clearing and Forwarding Agents of the Corporation and shall not describe themselves as the "Agents" of the Corporation except in conjunction with the word "Clearing and Forwarding".The C & F Agent shall not withdraw or compromise any legal proceedings taken by the Corporation for the enforcement of any debts/claims due to the Corporation from any customer/ stockist/party whatsoever.

11.6. No modification or variation on the Agreement shall be valid or binding upon, unless made in writing and executed by both the parties. No relaxation or indulgence or concession granted/made or shown in specific instances by the Corporation to or in favour of the C & F Agent in this Agreement, shall constitute any waiver of the rights of the Corporation and shall not in any way prejudice or affect the obligations/responsibilities of the C & F Agent under this agreement. The Corporation shall have the right to review the performance of the C& F Agent and suggest remedies/ actions depending upon the basis of performance and/or non-performance.

12. REMUNERATION AS A C & F AGENT:

In consideration of the C & F Agent rendering the services mentioned in para herein above and subject to the condition that the C & F Agent shall have fully and faithfully performed all its obligations and discharged its responsibilities under this Agreement, the Corporation shall pay to the C & F Agent effective from the date thereof, commission as discovered through Expression of Interest based on minimum support Price through out the contract period or mutually agreed upon and stated hereunder.

Commission Payable based on Minimum Support Price (MSP):

ON NET SALE (i.e. Sales excluding all discounts & taxes): To be paid within 30 days of submission of claims.	Minimum Lifting of materials will be 5.0 (Five) Tone per month including all items (Frozen + Chill+ Value Added Products)
Actual Commission to be paid	Fixed through EOI
Validity :	Initially for One Year

All calculations on commission for C & F Agent will be based on Net sales value (**i.e; total amount of Stock Transfer to C & F on monthly basis**) . Netsales is the value excluding GST and all other statutory taxes.

1. Amount of commission shall be calculated on **NEXT SALES** excluding all discounts and taxes.
2. In case the Corporation quotes very competitive rate in order to clinch volume of business and if the C & F Agent's commission is to be reduced in order to make the Proposition viable, such reduced commission will have the prior concurrence of the C & F Agent.
3. Sale volume (in terms of Rupees) will considered the **NET SALE VALUE of Frozen / Chilled Haringhata Meat and Meat Products, Non Meat Items per month basis based on Stock Transfer Value (Not the value of Sale to Customers /Stockists per month) . Invoice will be raised per consignment basis from Plant Level/Head Quarter. Stock returns on specific ground as mentioned above will be adjusted on CREDIT NOTE / NEXT INVOICE basis. PAYMENT FOR STOCK TRANSFER VOLUME TO C&F MUST BE MADE IN ADVANCE ON ONLINE OR PERIOD TO BE FIXED ON MUTUAL AGREEMENT . NO CREDIT WILL BE ALLOWED EXCEPT UNAVOIDABLE CERCUMTANCES.**

No commission in any other form shall be payable to the C & F Agent towards sales effected other than from the C & F Agent premises.

13. FORCE MAJEURE:

Either party shall not be responsible at any delay in fulfilment of any one or more of their obligations under this **Agreement** or for any interruption due to any act of Government, God, War, Riot, Insurrection, Accident, Fire, Flood, Explosion, Sabotage, Lockout, Strike or any other cause inevitable or beyond the control of either party, provided the occurrence of such an event had been brought to the notice on the other party promptly with all documentary proof. If the duration of such an event continues for more than three months, then another party has right to terminate the contract by giving Thirty days notice in writing to the other party after furnishing all the required documentary proof.

14.TERMINATION :

- a) The Agreement becomes terminable if the C & F Agent, in the sole discretion of the Corporation, which shall be binding and conclusive upon the C & F Agent, becomes incapable of carrying out their duties undertaken under this Agreement.
- b) If the C & F Agent commits any breach of the provisions of this Agreement and fails to take remedial treasure, within seven days from the date of receipt of Corporation's notice in respect thereof.
- c) If the C & F Agent is guilty of any misconduct which in the opinion of the Corporation is prejudicial to the Corporation's interest.

- d) If the C & F Agent assigns or purports to assign the burden or benefits or charge the benefits of this Agreement without the consent in writing of the Corporation.
- e) If the C & F Agent or any of their partners/ directors are declared insolvent or commit any act of insolvency or compound with or enter into a scheme of compromise with their creditors.

Notwithstanding the above, either party shall be entitled to terminate this Agreement by giving to the other one month notice in writing of their intention to terminate this Agreement.

The agreement is terminable if the C & F Agent does any acts against the interest of the Corporation. In case of violation of any of the terms of this agreement by the C & F Agent, Corporation may terminate the agreement with 15 days notice.

Return to the Corporation or otherwise dispose off as the Corporation may direct all stocks of the said products, samples, instruction books and manuals, technical catalogues and other materials, documents and papers whatsoever sent to the C & F Agent and relating to the business of the Corporation which the C & F Agent may have in their possession or under their control and shall deliver to the Corporation upon such termination of this Agreement all related books of accounts and records relating to the activities of the C & F Agent under the terms of this Agreement.

Rate to be quoted for Percentage (%) on NET SALE VOLUME (STOCK TRANSFER /INVOICE VALUE PER MONTH BASIS excluding GST but including all other taxes and charges (,Toll, Insurance, Labour/ Service charges, Misc. Expenses) Transportation and Loading/Unloading/ Local carriage from C & N premises to Dealer's/ Stockist Point.


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



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. **18001208243**

Notification No. WBARD/WDLDC/EOI-545e/2023-24

Dated. 14/08/2023

ANNEXURE -IV (Application Format)

(To be furnished in the Company's Official Letter Head Pad with full Address with contact no. Telephone No. FAX No., e-mail No., Website etc.)

To
The Managing Director
West Bengal Livestock Development Corporation Limited
Bldg. No. 2, LB-2, Sector - III,
Salt Lake City,
Kolkata-700106.

Sub: Appointing of Clearing & Forwarding (C&F) Agent exclusively for Assam and Other North-East India based at Guahati for ***Sales of Haringhata ® Meat (Frozen and Chilled) and Non-Meat Items***

Notification No. WBARD/WDLDC/EOI-545e/2023-24 Dated. 14/08/2023

Sir,
Having examined the pre-qualification and other documents published in the NIT, I/We hereby submit all the necessary information and relevant documents for evaluations:

01.	Name of the Party (Individual/Organization) with Contact No.	
02.	(i) Father's Name (in case of Individual/proprietorship business) (ii) Type of Organization: Proprietorship/Partnership/Limited Company (iii) In case of Partnership/Limited Company documentary proof be places	
03	Contact details	
04.	PAN No. Adhaar No.(if Individual)	
05.	Trade License	
06.	I.T return for A.Y 2022-23	
07.	Whether the Organization is registered under (i) Professional Tax, GST, if yes give the Registration No. and assessment made by the respective authority up to date	
08	Experience/Credential (Attach extra sheet if required)	
09.	Details of the Premises JL No., Area sq.ft., Vill. Post, Word No., PIN,etc.	

.....
Signature & Seal of the Bidder

Affidavit Proforma
(On Non Judicial Paper worth Rs. 50/-)
(FORM – V)

(Sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Quotation Notice)

I, Sri/Smt. the Managing Director/Proprietor (etc.) of the Firm,
(Name of the firm)

At (address).....

P.O....

P.S.....Dist.....

do hereby solemnly affirm and declare as follows:

1. That I have not ever been convicted of any offence making myself liable to be disqualified for any work of Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
2. That no case is pending against me or against my firm in any criminal court of law in the State of West Bengal or other State or States .
3. That my firm is not debarred/blacklisted as a whole or part thereof at present by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India.
4. That, I also declare that if any information subsequently found incorrect or false will it automatically render the quotation submitted by me cancelled and make me liable for penal/legal action as per law of the country.
5. That I do further affirm that the statements made by me in this quotation are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Signature of the Deponent(s).

Name in Block letters :

Designation :

(FORM-VI)

(To be furnished in the Official Letter Head of Firm/Bidder with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

WORKING (CREDENTIAL) DETAIL
(Mandatory)

1. Name of Agency:

2. List of similar type of work completed / ongoing:

Name of Employer	Name, location and nature of work	Reference of Work Order (Memo. No. and Date)	Contract Value	Date of Start of Work	Present Status (If completed, please mention date of completion)

Note : Copy of Work Order or Completion Certificate from the employer to be attached.

Signature of Agency including title and capacity in which Agency is made

Annexure - D

PROFORMA FOR AGREEMENT OF CONTRACTUAL AGREEMENT
(may be modified as per Scope of work at the time of execution)

This Agreement is signed and executed on this day of, 2023 At Kolkata.

BY AND BETWEEN

West Bengal Livestock Development Corporation Limited, A Company registered under the Companies Act, 1956 and having its registered office at LB-2, Sector-III, Salt Lake City, Kolkata – 700106 represented by its Managing Director unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of WBLDCL hereinafter referred to as the **First Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **ONE PART**.

A N D

....., a company registered under the Company's Act/a partnership firm/Proprietorship Firm (delete whichever is not applicable) having its Registered Office at represented by its unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of..... hereinafter referred to as the **Second Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **OTHER PART**.

WHEREAS the **First Party** is desirous of the work for **Engagement of Clearing & Forwarding (C&F) Agent exclusively for Assam and Other North-East India based at Guwahati for Sales of Haringhata ® Meat (Frozen and Chilled) and Non-Meat Items** and wanted to execute the said work and for the purpose floated open Tender online.

A N D

WHEREAS the **Second Party** offered his price against the said Tender and being eligible, his Tender having been accepted agreed to execute and complete the said work as detailed in the tender document along with bill of quantities and all other conditions.

Now, therefore, this agreement witnessed as follows:-

That the word and expression shall have same meanings as are respectively assigned to them in the general condition of the contract hereinafter referred to.

1. That the **Second Party** shall abide by all statutory obligations and payment statutory dues as are obligatory on the part of the **Second Party** and that any failure on his part if attracts any liability on the **First Party** the **Second Party** will, on intimation from the **First Party**, immediately compensate the same.
2. If any dispute or question arises any time between the parties about the rights and liabilities of each of them relating to the terms and conditions stated hereinabove shall unless and otherwise mutually resolved between the parties, the aggrieved party may refer the matter to the sole Arbitrator as may be appointed by the Govt. of West Bengal, ARD Department on reference from either Party for arbitration and the decision of the Arbitrator shall be final and binding on both the parties.

3. ***The rate valid for one years .If situation so arises within the validity period ,the period of validity may be extended for such period by the Tendering Authority upon mutual agreement . The approved rate, terms and conditions of the said tender shall remain in force without any variation throughout the extended period.***

In witnessed whereof:

The parties have set and subscribed their hands on this Agreement on the day, month and year first written.

Contractor

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

Seal

Witness and address: -

Witness and address: -

1.

1.

2.

2.