

(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. LDC/PUR/2-MP/2024-25/ 5977

Dated. 04/10/2024

Expression of Interest (EOI)

For

Engagement of Agency for handling and marketing of Meat and Meat Products including edible and inedible offals under West Bengal Livestock Development Corporation Limited LB-2, Sector –III, Salt Lake, Kolkata-700106

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata–700106 invites offline bids (as per the prescribed format) from Interested & Eligible Agency in the form of an Private Limited Company /Partnership Firm/Limited Liability Partnership (LLP) /Individual only having experience in same or similar nature of business of perishable food products for "Engagement of Agency for handling and marketing of Meat and Meat Products including edible and inedible offals at Haringhata Meat Plant, Haringhata, Nadia-741246, West Bengal and Phansidewa Meat Plant, Hatiram, P.O.-Phansidewa, Darjeeling - 734434, West Bengal". Selected Agency/Company/firm/Individual will be entitled to abide by the Corporation's rules and regulations against the given sets of terms & conditions. Intending Agency may submit their offer (OFFLINE) in the prescribed format (Application) from 04.10.2024:02:00 P.M up to 29.10.2024 : 03.00 P.M. The details sets of documents of EOI including application form can be availed on or before 29.10.2024:03.00 P.M.

Any addition / deletion /modification and correspondence related to the EOI document will be posted on the Office Notice Board as well as website <u>(www.wbldc.in/tenders/</u>).

(Dr. Utpal Kumar Karmakar) **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 Notice Board	04.10.2024: 02.00 PM
2.	Date of available of application form and related documents for EOI	04.10.2024: 02.00 PM
3.	Last date for submission of queries by the prospective Agency for pre-bid meeting	22.10.2024: 03.00 PM
4.	Date of holding pre-bid meeting at HQ (Compulsory)	24.10.2024: 02.00 PM
5.	Last date for issue of addendum/corrigendum, if any	25.10.2024: 05.00 PM
6.	Last date and time for submission of completed EOI documents offline	29.10.2024 up to 03.00 PM
7.	Earnest Money (EMD) through online/offline to be deposited	₹. 5,000.00 (Five Thousand)
8.	EOI Form Fees	Free
9.	EMD exemption whether allowed	Yes
10.	Opening of EOI documents	30.10.2024 from 10.30 AM
11.	Venue for conducting pre-bid meeting and COLLECTION / opening of EOI documents	West Bengal Livestock Development Corporation Limited, LB-2, Sector - III, Salt Lake City, Kolkata 700106 (Near 16 No. Water Tank) Time : 02.00 PM to 3.00 PM

(Dr. Utpal Kumar Karmakar) Managing Director W.B.L.D.C. Ltd.



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ANNEXURE-I

General Terms & Conditions for submission of EOI.

 Applications for Engagement of Agency for handling and marketing of Meat and Meat Products, including edible and inedible offals, of Haringhata Meat Plant, Haringhata, Nadia-741246, West Bengal and of Phansidewa Meat Plant, Hatiram, P.O.-Phansidewa, Dist. - Darjeeling, Pin - 734434, West Bengal, both under West Bengal Livestock Development Corporation Limited LB-2, Sector -III, Salt Lake, Kolkata-700106 may be submitted by an agency having experience in same or similar nature of business of perishable food products by exercising one of the following options -

(i) As an Individual (Proprietorship) with independent bonafide having sufficient knowledge and established experience in the field of perishable food products
(ii) As an Private Limited Company/Partnership Firm/ Limited Liability Partnership (LLP) with business in the field of perishable food products and/or services therof.

An agency/individual / firm/company shall submit only one proposal. If an agency/ individual/ firm / company submits or participates in more than one proposal, all such proposals shall be disqualified.

- 2. The Agency should meet minimum pre-qualification criteria for getting empaneled. Only those Agency / Individuals / firms / company which are a small business or a designated Micro or Small Enterprise (SME), who fulfill the following prequalification criteria, need apply in the prescribed EOI forms for getting empaneled:
 - Any Individual (Proprietorship) applying should have work experience of at least 5 (Five) Years, in the field of <u>similar business of perishable food products</u> in Government / Semi-Government / Private Sector organizations AND an experience as a Proprietor of his/her firm operating a similar business in the field of perishable food products for at least 5 (Five) Years. The Proprietorship business should have an average annual Financial Turnover (Gross) on similar business as defined, of a minimum of over Rupees 1 (One) Crores during each of the last three consecutive financial years. Balance sheets of the Proprietorship should be duly audited by Statutory Auditors / Tax Auditors and may be produced on demand.
 - Any Agency in the form of an Private Limited Company/Partnership Firm/ Limited Liability Partnership (LLP) should be operating a <u>similar business in the field of perishable food</u> <u>products</u> for at least 5 (Five) years and have an average annual Financial Turnover (Gross) of a minimum of over Rupees 6 (Six) Crores during each of the last three consecutive years. Balance sheets of the Agency/ company/firm should be duly audited by Statutory Auditors / Tax Auditors and may be produced on demand.

- Any Individual (Proprietorship) or Agency as above applying for empanelment must have adequate handling experience of fresh and/or frozen perishable food products which is to be demonstrated by the Individual (Proprietorship) or any Agency as above, by owning or having a formal written tie-up with a registered factory establishment dealing with similar perishable food products with approved HACCP. The said factory establishment should be duly approved by APEDA/MPEDA/Export Inspection Council/ ISO and FSSAI and should preferably have reputed foreign registrations such as British Retail Consortium and/or United States Food and Drug Administration and/or European Union.
- Any Individual (Proprietorship) or Agency as above applying for empanelment must have adequate cold storage facilities in Kolkata through owned / leased / rented cold stores to facilitate the adequate storage of goods that are under the brand of the Corporation. In case of leased or rented cold stores, formal lease/rental agreements allowing, the Individual (Proprietorship) or Agency as above, the exclusive use of designated cold rooms at all times may be produced on demand.
- Any Individual (Proprietorship) or Agency as above applying for empanelment must have adequate cold chain transportation and distribution infrastructure through owned / leased refrigerated vehicles. In case of leased refrigerated vehicles, formal lease agreements allowing the Individual (Proprietorship) or Agency as above, the exclusive use of such refrigerated vehicles at all times may be produced on demand.
- Any Individual (Proprietorship) or Agency as above applying for empanelment must have qualified professionals matching the expertise expected in the scope of the work that may be required for successful handling, marketing and sales service related work, details of which may be given in the application form.
- 3. Intending / Interested Agency / firms / agencies are required to submit details about ✓ Application Form (Annexure-IV)
 - ✓ PAN Card
 - ✓ I.T. Return as on 31/03/2024. (A.Y. 2024 2025)
 - \checkmark Trade License / Certificate of Incorporation
 - ✓ IEC
 - ✓ Credentials (in similar nature of work) (Annexure-VI)
 - \checkmark EOI Duly signed to be uploaded
 - ✓ Declaration Form in Non Judicial Stamp Paper (Annexure-V)
 - ✓ Certificates (ISO / FSSAI/HACCP/APEDA/EIC/Similar)
 - ✓ Check List (Annexure-E)
- 4. 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 EOI shall not be considered for selection.

б. **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 EOI;
- "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 practice¹" 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 pre-contract 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 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, <u>The Corporation</u> <u>either on its own or on the request of the Agency/s may amend the EOI Documents by</u> <u>issuing addenda</u>.
- > 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/ representatives who will be attending this meeting <u>on behalf of</u> at the email <u>info@wbldc.in</u>. /purchase@wbldc.in . A maximum of two persons from an Agency will be allowed <u>to attend the mandatory pre-bid meeting on 24.10.2024 from 2.00 PM to 3.00 PM</u> . If any Agency fails to attend the meeting his/her application will be rejected without showing any reason.

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
 - late will not be considered
- > The application shall be neatly printed.
- Notice inviting Expression of Interest placed on the website and released in Notice Board, 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 (Annexure-E)
- 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 (offline)on or before the final date and time for submission of the application at **DROP BOX**, as specified in the Schedule of Submission of the EOI application.



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

15. Deadline and Address for Submission of EOI applications :

- EOI applications shall be submitted (Offline) 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** <u>circumstances</u>, 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 the Corporation and those of the Agency, subject to the previous deadline, shall thereafter be subject to the deadline as extended.

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 is advised that the selection of the Approved Agency for this Business 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. Corporation may call the Agency through Official mail ID as mentioned in Application FORMAT for any Clarification/ submission of Short Fall documents with his own discretion.
- 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.
- 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 per requirement / necessities / scope of work/ Area-zone-Location Clients/ Like-wise. Selection based on supporting documents thoroughly verified / justified / scrutinized by the Corporation.

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 should contain statutory & non-statutory document as described above. Proposal/ Interest (Application Format) should contain the above documents in sealed cover (folder).

W.B.L.D.C. Ltd

COLDEVELOPHICAL CORPORATION

WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

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ANNEXURE-II SPECIAL TERMS & CONDITIONS

- 1. Interested & Eligible Agency in the form of Private Limited Company/Partnership Firm/ Limited Liability Partnership (LLP)/ Individual (Proprietorship) which are a small business or a designated Small or Micro Enterprise (SME) having experience in same or similar nature of Business are only eligible to participate.
- 2. The applications (EOI) along with other documents will be opened & evaluated by the selection Committee of this Corporation on <u>30.10.2024 : 10.30 AM</u> or onwards.
- 3. The period of agreement will be initially for Five Years which may be extended for further successive periods of five years depending upon the satisfactory performance of the Agent. Initially the selected Agency will be allowed 6 months to observe SOP/ Formalities/ Performance /Obligation, which will be conformed to after that as per rules.
- 4. Before or at the time of entering into this contract the selected party shall have to furnish/adjust a security deposit of Rs. 1,00,000/- <u>(Rupees One Lakh only)</u> only in form of Demand Draft / NEFT in the favour of "WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED" payable at Kolkata. 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.
- 5. Selected Agency must have to make Payment in advance based on invoice from the Corporation of the goods ordered/requisitioned by the Agency and after intimation from the corporation regarding readiness of delivery by the Corporation of such ordered goods as per Corporation Rules. The Corporation shall promptly deliver the ordered/requisitioned goods to the Agency as early as possible and not later than 5 days after receipt of advance payment from the Agency.
- 6. In case of continuous unsatisfactory performance of the agency, the Corporation may give a warning to the Agency to rectify its conformation to the agreement within 3 (three) months of such warning. If the Agency continues with unsatisfactory performance in spite of such warning, the Corporation may terminate its agreement at its discretion with a notice of 3 (three) months. If the Agency intentionally causes any loss to the Corporation, then 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 Agency shall have to abide by the terms & conditions as will be laid down by the Corporation time to time.





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ANNEXURE-III

Notification No. LDC/PUR/2-MP/2024-25/5977

Dated. 04/10/2024

1. PRODUCTS:

The WBLDCL is presently engaged in the manufacturing, marketing, sale & distribution of Meat & Meat Products (Chilled, Frozen, Ready-to Eat, Ready-to-Cook) and Scrap items , edible and inedible offal (hereinafter collectively referred to as "The Products"). Selected AGENCY is defined as a business organization in the form of Private Limited Company/Partnership Firm/ Limited Liability Partnership (LLP)/ Individual (Proprietorship) having experience in same or similar nature of business of perishable food products which is to be appointed for handling and marketing of Meat and Meat Products (Chilled / Frozen / Prepared / Ready-to-Cook / Ready-to-Eat) or any other product Produced/ Developed by WBLDCL), including edible and inedible offal, of Haringhata Meat Plant, Haringhata, Nadia-741246, West Bengal and Phansidewa Meat Plant, Hatiram, P.O.-Phansidewa, Darjeeling – 734434, West Bengal for a period of five years. In the event of the Corporation developing new value added products at its plants through R&D or otherwise, the selected Agency shall be provided the first right of refusal to handle and market the said new products of the Corporation subject to the terms decided by the Corporation.

2. ELIGIBILITY:

The Agency has represented and warranted that he/it has the necessary experience, infrastructure and resources to handle and market Meat and Meat Products, including edible and inedible offals, of WBLDCL in domestic and/or international markets and is capable / competent to act as working Agent for WBLDCL.

3. APPOINTMENT:

Now this agreement witnesseth that in pursuance of the above and the mutual covenants of the parties hereto, the Corporation hereby appoints the Agency for handling and marketing of Meat and Meat Products, including edible and inedible offals, of Haringhata Meat Plant, Haringhata, Nadia-741246, West Bengal and Phansidewa Meat Plant, Hatiram, P.O.-Phansidewa, Darjeeling – 734434, West Bengal under W.B.L.D.C.Ltd. initially for a period of five years which may be extended on mutual agreement for further such successive periods of five years.

4. PRODUCT STANDARDS:

As per SOP / Specifications of International Standard / APEDA approved / HALAL certified / ISO guidelines / FSSAI standards for the products and by-products mentioned in the Schedule mentioned hereinafter.

5. NON EXCLUSIVENESS:

The AGENCY shall during the continuance of this agreement, undertake Handling and Marketing of Meat & Meat Products (Chilled / Frozen / Prepared / Ready-to-Cook / Ready-to-Eat) including edible and inedible offals or any other product Produced/ Developed by WBLDCL, in the domestic and/or international markets and that the Corporation shall have full liberty and right to appoint at any time or from time-to time another agency for the said process in the said operation in addition to the existing Agency.

6. SCOPE OF WORK :

Agency Resp	oonsible for	Co	rporation will provide the service
 ✓ Providing product 		<u> </u>	Operation procedures as per SOP/HALAL/FSSAI
requirements and			/APEDA etc.
specification relat	-	\checkmark	Maintenance of validity of FSSAI, HALAL,
cutting, dressing,	e .		APEDA, HACCP and Export Inspection Council
chilling, freezing,			(EIC) registrations, certifications and approvals
smoking, finished			during the tenure of this agreement and
packaging, labelin	-		updation of the same as necessary from time to
any other require			time
product demand of	-	\checkmark	Pre-Processing and Processing facility ready for
domestic markets		·	Operation of Sheep/ Goat / Chicken / Pork /
 ✓ Providing order sp 			Ready-to-Cook / Ready-to-Eat products
batches, packagin			Procuring, Rearing, Receiving and weighing of
	and time in writing	·	each animal.
or by email		\checkmark	Complete slaughter operation including
5	as per Corporation	·	Halal, De-skinning, trotters & head removal,
rules.			evisceration, weighing and washing of carcasses.
✓ Sharing with the	Corporation any	\checkmark	Chilling or Freezing of the products as per
change in regulate		·	requirements of the Agent
	rnational markets	\checkmark	Hanging of carcasses in chilled room/frozen
domestic and mite	matonai marketo	·	rooms
		\checkmark	Cutting/portioning/deboning/ weighing,
		\checkmark	Packaging and sealing of meat packets.
		\checkmark	Complete cleaning, washing and sanitization of
			all the operational area of all of its plants
		\checkmark	All the activities to be carried out as per the
			standard operating procedure of the
			processing units and FSSAI/HALAL/EIC
			standards
		\checkmark	Monitoring Operation , Health Activity and
			Strict Vigilance at Plant Level for compliance of
			HACCP plan
		\checkmark	Procurement Cost/ Rearing Cost/
			Operation/Processing/Production/Storage/
			Labour cost /Staff salary / Logistic / Plant
			Maintenance and all overheads
		\checkmark	All other Cost till delivery of the product to the
			Agent or at a place specified by the Agent
		\checkmark	Provide daily stock data of all products to the
			Agency for planning of marketing
		\checkmark	Provide slaughter date and number (approx.) of
			each type of animal to the Agent at least 3 weeks
			in advance.
		\checkmark	Comply with the requirements of West Bengal
			Pollution Control Board

7. SERVICE:

- i) The place of delivery and mode of transportation including cost of transportation, packaging and the quantity of each consignment will be mutually decided by both the parties in advance.
- ii) The Agency will make payment for each and every supply of consignment at mutually agreed price as and when quoted by Corporation party and accepted by Agency at such time and manner as may be mutually decided by them from time to time.
- iii) The Corporation will provide and keep providing such requisite certification and documentations as laid down by APEDA and EIC (Export Inspection Council) as and when required for the purpose of export of such goods. The Corporation shall ensure strict maintenance of quality of product and shall be responsible for the same at all times.
- iv) The Corporation will not be bound to be responsible to render any help to the party of Agency part in promotion of sale of the said goods or to render any sale-service. The sale or export of the said goods supplied by the Corporation will be the responsibility of the Agency.
- v) The parties herein shall make available to the other party the data and information of the properties and characteristics of the said goods to enable the Agency to give Information to their foreign customers and to publish literature in respect thereof for promoting the sales and export.
- vi) The Corporation shall readily co-operate for allowing and facilitating any overseas or domestic buyer of the Agent to visit any or all of the plants of the Corporation and shall make available all production and quality testing/monitoring documentation necessary for satisfying such buyers of the Agent.

vii) THE SCHEDULE ABOVE REFERRED TO

All raw and/or processed livestock, goods of the nature below mentioned:

- a. Goat, Chevon and Lamb Meat (Carcass/cut pieces) Chilled or Frozen
- b. Poultry Items like Chicken and Duck whole body (with / without skin).
- c. Poultry Items like Chicken and Duck Curry cut pieces or other pieces
- d. Pork (Carcass/cut pieces) and other Pork Items chilled or Frozen.
- e. All Value added items of above animals Ready-to-Eat, Ready-to-Cook etc.
- g. Any other products available including edible and inedible offal and scrap items
- h. Eggs & Egg Items
- i. Any other by-products of the above animals as mutually agreed from time to time



(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. LDC/PUR/2-MP/2024-25/5977

Dated. 04/10/2024

8.GENERAL :

The AGENCY / Any person under his/her control 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.

9. 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.

10.TERMINATION:

a) The Agreement becomes terminable if the AGENCY, in the sole discretion of the Corporation, which shall be binding and conclusive upon the Agency, becomes incapable of carrying out their duties undertaken under this Agreement.

b) If the Agency 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 Agency is guilty of any misconduct which in the opinion of the Corporation is prejudicial to the Corporation's interest.

d) If the Agency 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 Agency 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 three months' notice in writing of their intention to terminate this Agreement. In the event of such termination, the Security Deposit submitted by the Agency, subject to any adjustments therefrom, shall be refunded by the Corporation by Bank Draft to the Agency on the last working day under the termination notice.

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

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.)

То

The Managing Director

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

Sub: Engagement of Agency for handling and marketing of Meat and Meat Products including edible and inedible offals, of Haringhata Meat Plant, Haringhata, Nadia-741246, West Bengal and of Phansidewa Meat Plant, Hatiram, P.O.-Phansidewa, Dist. - Darjeeling, Pin – 734434, West Bengal, both under West Bengal Livestock Development Corporation Limited LB-2, Sector -III, Salt Lake , Kolkata-700106

Notification No. LDC/PUR/2-MP/2024-25/ 5977 Sir,

Dated. 04/10/2024

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

01.	Name of the Party (Organization)	
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.	Contract details (Address) with Mail ID	
04.	PAN No.	
05.	GST Registration No.	
06.	Annual Turn Over (2023-24 FY)	
07.	TRADE LICENSE NO./IEC No./ Certificate of Incorporation	
08.	Whether the Organization is registered under(i) Professional Tax, ISO,FSSAI, HACCP, EIC,APEDA,MPEDAif yes give theRegistration No. and details made by therespective authority up to date	
09.	Experience/Credential (Attach extra sheet if required)	

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)

At (address).....

Р.О..

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.

6. Corporation will take necessary action against me/ my Organization , we I/ we engaged myself/ourselves in any malpractices beyond the rules & regulations of the EOI.

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.)

<u>WORKING (CREDENTIAL) DETAIL</u> (<u>Mandatory</u>)

1. Name of Agency:

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

Name of Hotel/ Restaurant/ Institution Etc.	Location	Reference of supply Order (Memo. No. and Date)	Valuation	Date of Start of supply	Present Status (If completed, /running)

Note: It will be a part of selection procedure .

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

ANNEXURE - E **CHECK LIST**

Information about Bidders (To be uploaded with the Technical Bid)

Sl.	Description	Particulars
1	Name of the Firm	
2	PAN Card whether submitted	
3.	Original Trade License (upto 31 st March 2025) whether submitted.	
4.	Name of the Person authorized to enter into & execute contractual agreement	
5.	Earnest Money, whether submitted, if not, Exemption Certificate to be submitted	
6.	Original I.T. Return (Assessment Year 2024 - 2025) whether submitted	
7.	Copy of EOI (with Seal & Signature on every pages) whether submitted.	
8.	Annexure – IV (Application) whether submitted.	
9.	Annexure – V & VI whether submitted.	
10.	Corresponding Addrss :	

For and behalf of _____ (Seal of the Company / Concern)

Annexure - **D** <u>PROFORMA FOR AGREEMENT OF CONTRACTUAL AGREEMENT</u> (may be modified as per Scope of work at the time of execution)

This Agreement is signed and executed on thisday of, 2024 At Kolkata.

BY AND BETWEEN

West Bengal Livestock Development Corporation Limited (WBLDCL), 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 <u>ONE PART</u>.

AND

WHEREAS the **First Party** is desirous of engagement of an Agency for handling and marketing of its Meat and Meat Products, (Chilled / Frozen / Prepared / Ready-to-Cook / Ready-to-Eat or any other product Produced/ Developed by WBLDCL) including edible and inedible offals, of its Haringhata Meat Plant, Haringhata, Nadia-741246, West Bengal and of its Phansidewa Meat Plant, Hatiram, P.O.-Phansidewa, Dist. - Darjeeling, Pin – 734434, West Bengal, both under West Bengal Livestock Development Corporation Limited LB-2, Sector -III, Salt Lake, Kolkata-700106 and for the purpose floated open Tender online.

AND

WHEREAS the **Second Party** has represented and warranted that he/it has the necessary experience, infrastructure and resources to handle and market Meat and Meat Products as aforesaid, including edible and inedible offals, of WBLDCL in domestic and/or international markets and is capable / competent to act as Agent for WBLDCL. 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.

- That the Second Party shall abide by all statutory obligations and payment of statutory dues as are obligatory on the part of the Second Party and that if any failure on his/its part 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 agreement for handling and marketing shall be valid for the five years. The period of validity may be extended for further successive periods of five years by the **First Party** upon mutual agreement. The terms and conditions of the said agreement shall remain in force without any variation throughout the extended period.

In witnessed whereof:

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

<u>Contractor</u>

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