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HIMALAYAN NUTRIFRESH PRODUCTS PVT. LTD.

REQUEST FOR PROPOSAL

FOR

**Private Partnership with BAKRAW & Uttara Fish (BU) Brand of Himalayan
Goat Meat Pvt. and Department
Of Fisheries, Government of Uttarakhand**





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1. BACKGROUND

- Brand **BAKRAW** under the Himalayan Goat Meat Pvt. Ltd. is a brand conceptualized by the Uttarakhand Sheep, Goat & Rabbit Farmers' Cooperative Federation Limited [USGCF], a Government of Uttarakhand organization working towards the holistic development and growth of the Sheep, Goat and Rabbit Farmers in the state.
- The federation has established primary cooperative societies at the village level, encompassing more than 10,000 sheep and goat farmers including 7,000 all women primary cooperative societies. The Target is to double the number of animals in next 10 years.
- The federation enters into a “buy-back contract” with the sheep and goat farmers, under which the ownership of the produced progeny remains with the Uttarakhand State Sheep, Goat, Rabbit Cooperative Federation Ltd. This ensures a ready market for the farmers to sell their goats and sheep. The federation is persistently working towards creating a wider network of market linkages with defense organisation, institutions, colleges and consumers. The sheep and goat procured by the federation is sold under the brand “BAKRAW” through Himalayan Goat Meat Pvt. Ltd.
- **Zila Sehkari Matasay Vikas Evam Vipdan Fedration**, Haridwar, Department of Fisheries, Government of Uttarakhand aims to promote inland fisheries in the state, in order to enhance the value chain delivery of the fresh Himalayan Trout and other native fish with special focus on complying with the 'Atmanirbhar Bharat' initiative of the GOI, with special emphasis on creating employment opportunities for rural and semi urban populace. UttaraFish, an initiative under the plan provides a platform to bring all stakeholders together. An exclusive outlet has also been opened in Dehradun, which markets the produce collected from fish farmers of the state.
- **Jaddi Cooperative Society Chakrata** is a Multipurpose Primary Agricultural Credit Society that aims at revitalization of rural poultry through supply of low input technology birds to under privileged section of the society to improve their economic status.
- **Branding:** The brand “**BAKRAW**” and “**UttaraFish**” have been conceived to sell the Himalayan goat meat and Himalayan Trout Fish through all possible marketing platforms like -Meat on Wheels [MOW], Brick and Mortar Concept Stores, e-commerce and Franchises & Distributors for easy access and wider reach under Farm-to-Fork Model. The brands have reached Uttarakhand and Delhi/NCR. Exports have also been piloted. We intend to enter new territories in India and abroad, supporting the ‘Vocal for Local’ spirit in the process



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- **BAKRAW and UttaraFish** are the names for every household which is looking for best quality traceable meat delivered straight from the Farm-to-Fork in most hygienic manner. The meat pieces are machine cut as per the requirement of the customer. Along with export, retail sales, Modern Trade and E-commerce, we are also successfully catering to India's top-notch Hotels, Institutions and super Markets including Ananda In Himalayas, JW Marriott, Punjab Grill, Club Mahindra, ITC Fortune, LBSNAA, Wood Stock, Mars Catering, Fresh Bargain, Modern Bazaar, Fair Deal, 37 Krishna Marche', Markke to and Yess Stores and soon our products will be available at SPAR, Big Basket etc.
- We have reached the turnover milestone of Rs.2.00 + Crores Collectively. We have a Huge Stock of 3,00,000 Goats, 40 Metric Tons of Fish & 1,00,000 Chicks Per Annum and we are looking forward to expand it Further in the coming Years.
- We believe that small steps bring radical transformation and hence have initiated multiple arrangements and reforms in the sphere.
- The purpose of this Request for Proposal (RFP) is to solicit proposals from various organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the organization which best represents the direction the Proposed Company wishes to go.
- We intend to form a new company- The HIMALAYAN NUTRIFRESH PRODUCTS PVT. LTD. (referred as "the Proposed Company" hereafter) which will be one stop solution for all animal protein needs in most hygienic and convenient way with complete traceability mechanism through FARM TO FORK MODEL directly sourced from Farmers of Uttarakhand. The organization selected through this RFP shall be a shareholder in the proposed company. The proposed partnership envisages a stake of 51% (of the selected organization)

2. TERMS OF REFERENCE

Our Target is to make the brand BAKRAW & UttaraFish (BU) a household name in India and also make the brand Global. We intend to partner with an organization which can help achieve our vision and for that we need to Partner with Private Organization for 51% Stake in the proposed Company. The proposed company shall Utilize/Consume/ or Market the range of products (including goat/sheep meat/ fish/poultry) under the brand name "BAKRAW" and "UTTARA FISH" and shall undertake all necessary steps to Utilize/Consume/ or Market the range of products- including infrastructure development, establishing the supply chain, utilization of existing supply chains, leveraging partnerships, launching marketing campaigns including social media promotions and other activities as per the requirement.. The proposed company may also sell the products in



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unbranded form as and when required to accomplish complete offtake of the products. The private player is expected to bring in competence in terms of processing of animal products, optimizing operations, building forward linkages, utilization of by-products and also have the intent to enter into tertiary processing of the animal products.

Utilization of the Products: Private partner shall use its Existing Infrastructure or set up/ lease additional infrastructure, if required to take in all the available produce and consume it accordingly.

- At all times, the products to be sold under the respective brand names only and the private organization shall make clear, in all dealings with customers and prospective customers, that it is acting as an independent provider of the Products or Services, and is not acting as an agent or representative of THE PROPOSED COMPANY.
- Subject to compliance by THE PROPOSED COMPANY with its obligations, to satisfy market demand for such Products and/or Services. Private partner shall take reasonable measures to safeguard the interests of THE PROPOSED COMPANY as set forth in this Agreement.
- Comply with any and all federal, state, and local statutes, rules, regulations, and ordinances relating to the advertisement, storage, delivery, sale, export, and installation of the Products or Services;
- Provide to THE PROPOSED COMPANY, for prior formal written approval, draft copies of all sales or marketing materials, including press releases press invitations, catalogues, brochures, pamphlets, or manuals, used by the Private partner which otherwise include or relate to the Products or Services;
- Work on all THE PROPOSED COMPANY-related branding, promotions, and/or campaigns related to the Products or Services;
- Maintain an active and suitably trained sales force and ensure that such sales force is continually trained with current technological developments relevant to the Products or Services;
- Seek prior written approval from THE PROPOSED COMPANY (with such approval not to be unreasonably withheld) in relation to any online content, including websites and promotional material, which relates to the Products or Services. Private partner shall comply with any brand guidelines submitted by THE PROPOSED COMPANY from time to time. Upon the request of THE PROPOSED COMPANY, Private partner shall use the standard platform, template or other formatting of THE PROPOSED COMPANY in relation to the online content;



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- Not promote or sell the Products from any medium whose content, domain name, or other affiliation is likely to degrade, as determined by THE PROPOSED COMPANY in its sole discretion, the reputation or goodwill of THE PROPOSED COMPANY and its Products or Services;
- Seek prior written approval from THE PROPOSED COMPANY in relation to any proposed uses of copyrighted images or content owned or held by THE PROPOSED COMPANY
- Not use any images to promote the Products or Services, other than those images supplied or otherwise approved by THE PROPOSED COMPANY.

3. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be **accepted offline & online** on the website <https://www.himalayangoaatmeat.com> & <https://www.cooperative.uk.gov.in> until **February 27th, 2023** by 5:00 pm. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official representative of the company submitting the proposal.

- The bidders should start the bid submission process well in advance so that they can submit their e-bid in time.
- Once the e-bid submission date and time is over, the bidders cannot submit their e-bid.
- The Himalayan Goat Meat Pvt. Ltd shall not be responsible for delay in submission of e-bid due to any reasons. No other mode of submitting the bid except the online method shall be entertained.
- The Himalayan Goat Meat Pvt. Ltd shall not be responsible if the bids are uploaded in any other portal than the one specified.
- The Himalayan Goat Meat Pvt. Ltd may, at its discretion extend this deadline for the submission of the bids by amending the tender document in which case all rights and obligations of the Proposed Company and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Not more than one bid shall be permitted from a single bidder otherwise all the bids submitted by such bidder shall be summarily rejected.



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- Please mention the point that this is re-tendering, so the companies that have already applied, need to apply again, including the fees or not

4. SCOPE OF WORK

- **INFRASTRUCTURE DEVELOPMENT**

Existing Infrastructure of Himalayan Goat Meat Pvt. Ltd can be utilized by private partner for front end. Further Expansion of Required infrastructure will be done collectively by the Himalayan Goat Meat Pvt. Ltd and The Private Partner

In Case of Addition and Expansion of Meat Processing Units Himalayan Goat Meat Pvt. Ltd can provide the needed help and assistance to the Private Partner for Compliances only.

- **OPERATIONS**

Backend management will be done by Himalayan Goat Meat Pvt. Ltd while the Front-end Operations will be managed by the private partner through the proposed company.

The Operational costs and expenses will be borne by both the Himalayan Goat Meat Pvt. Ltd and the Private Partner as Per the Decided Ratio

- **MARKETING & FACILITATIONS**

Marketing and branding will be done by private partner in association with Himalayan Goat Meat Pvt. Ltd.

5. REQUEST FOR PROPOSAL AND TIMELINE

S.No.	Description	Date
1.	Date of Notice Inviting Proposals	February, 14 th 2023
2.	Publication of the RFP	February 14 th , 2022
3.	Last date for receiving queries	February, 19 th , 2023
4.	Response to queries latest by	February, 21 · 2023
5.	Proposal Due Date and time	February, 27 th 2023
6.	Opening of Eligibility Proposals	Will communicated
7.	Validity of Proposals	180 days from the Proposal Due Date

All proposals in response to this RFP are due no later than 27th February, 2023 the Timeline of the Company Formation will be as Following

- The RFP will be Floated on the website on 15th February, 2023



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- Policy Draft Will be Done by 15th March, 2023
- The Company will be formed by 30th March, 2023

6. BIDDER QUALIFICATIONS

To be eligible to participate in the process of selection of a Private Partner, the participating Organization is required to meet the following criterions:

- Already an established organization in meat industry (Sheep & Goat) and existing for more than 05 years.
- Annual turnover of at least Rs. 25 Crores Through Meat or Fish Business.
- Added advantage for the organization who is involved in both – Meat (Sheep & Goat) and Fish
- Should have coverage in both Domestic and International markets.
- Should have adequate infrastructure for meat processing and marketing.
- Should have capacity to consume all the farmer produce goat, fish and poultry/ birds.
- Added advantage for organizations that have their own marketing and distribution channel

EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (non-interest bearing) EMD of Rs.75,000 shall be furnished with the bid by way of demand draft drawn in favour of "Himalayan Goat Meat Pvt. Ltd." payable at Dehradun or NEFT from any of the scheduled bank. Failure to furnish EMD shall result in rejection of the bid summarily. The EMD is to remain valid for a period of forty- five days beyond the bid validity period The EMD shall stand forfeited if:

- The bidder withdraws its offer before expiry of validity period of bid i.e. 180 days from date of opening period.
- The successful bidder, who's Proposal is accepted, fails or refuses to execute the contract.



Refund of EMD:

- The EMD shall be refunded only after finalization of Proposals and on receipt of written request from the unsuccessful bidders

7. PROPOSAL EVALUATION CRITERIA

The Proposed Company will evaluate all proposals based on the following criteria.

S.No	Criteria	Weightage Points
1	No of Years the Organisation in Existence i) 5 to 10 years ii) 10 to 15 Years iii) 15 to 20 Years iv) More than 20 Years	5 10 15 20
2	Annual Turnover of The Organisation in INR (Crores) i) Less Than 25 ii) 25 to 50 iii) 50 to 100 iv) More than 100	5 10 15 20
3	Type of Industry the Organisation in Involved i) Meat Industry only ii) Meat Industry and Poultry iii) Meat Industry, Poultry and Fish Industry	10 20 40
4	Own Distribution channel	10 5
5	Coverage OF the Markets i) Domestic Only ii) Domestic and International	5 10

- Only those Eligibility Proposals which are considered to be responsive in terms of Clauses of RFP, will be evaluated. Applicants, who fulfill the Minimum Eligibility Criteria shall be shortlisted and further evaluation of proposal will be done as per the above criteria.



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- For calculating the Score, the individual scores, as per respective weight age specified above will be summed up.
- Subsequent to the evaluation of the Proposals, the relevant Qualified Applicants shall finally be ranked in the descending order (i.e., highest to lowest) of their Scores.
- The Qualified Applicant that obtains the highest Scores shall be the Selected Applicant.

DOCUMENTS REQUIRED

In order to Bid Successfully the Bidder must submit the following documents/ information

- Name, address and Contact details of the Organization.
- Details of Promoters/Top management
- Introduction of the Organization with relevant details like brief history, areas of Strength.
- The agency must be a firm incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008/ Partnership Act 1932 and should have been operating for the last five years as on the date of publishing of RFP/ EOI notice (including name change/ impact of mergers or acquisitions). Certificate of Incorporation/ Copy of Registration Certificate (s) must be enclosed with the RfP.
- The Agency should not have ever been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. Self-certification from the authorized signatory of the agency should be enclosed with the RfP documents.
- Experience of Selling Meat Fish and Poultry Products Supporting documents like work order/letter from Organization/Dealer/ Clients are to be provided as proof of experience.
- Audited Financial Statements of the firm for Last 3 Financial Years
- Name and contact details of proposed coordinator(s)
- Any other specific information / credentials / supporting documents.



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- Scanned copy of Demand Draft from Scheduled Bank of India for the prescribed amount of earnest money deposit.
- Authorization letter for signing the bid document(s) in the form of duly

Attested Board Resolution/Power of Attorney or letter of authorization duly Signed by all partners/proprietor/Head of Organization on the letter head of the Firm/Company/Organization, as applicable.

- Copy of GST Registration Certificate.
- Duly filled and signed Profile of bidder.

7. DISQUALIFICATION OF BIDDER:

- The Proposed Company reserves the right to disqualify the Partner for a suitable period who habitually failed to provide service in time. Further, the contractor who does not perform satisfactorily may also be disqualified for a suitable period as decided by the purchaser.
- The Proposed Company reserves the right to disqualify the Partner for a suitable period who habitually failed to provide service in time. Further, the Partner who does not perform satisfactorily may also be disqualified for a suitable period as decided by the Proposed Company.
- The Proposed Company reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- The bidder should give a certificate that none of his/ her near relative is working in the units where he/she is going to apply for the Proposal. None of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state should be working in the unit where the proposal is being applied. Due to any breach of these conditions by the company or firm or any other person the proposal will be cancelled and Earnest Money Deposit will be forfeited at any stage whenever it is noticed and The Proposed Company will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as:- a. Members of a Hindu undivided family. b. They are husband and wife. c. The one is related to the other in the manner as father, mother, son(s) & Son's



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wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). 16.

FORCE MAJEURE:

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Proposed Company as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in this (FORCE MAJEURE) clause.

TERMINATION FOR DEFAULT:

- The Proposed Company may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Partner, terminate this contract in whole or in part a. if the Partner fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or any extension thereof granted by the Proposed Company if the Partner fails/delays to perform any other obligation(s) under the Contract; and c. if the Partner, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Proposed Company may authorize in writing) after receipt of the default notice from the Proposed Company
- In the event the Proposed Company terminates the contract in whole or in part pursuant to Clause 17.1 the Proposed Company may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the Partner shall be liable to the Proposed Company for any excess cost for such similar goods/services. However, the Partner shall continue the performance of the contract, including warranty, to the extent not terminated.



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- The Proposed Company reserves the right to ban a Partner to quote in further Partnership enquiries for a specified period, in case he fails to honour his bid/contractual obligations, without sufficient and reasonable grounds.



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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Proposed Company or any of its stakeholders or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Proposed Company to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Proposed Company in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Proposed Company, its stakeholders or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may Be Updated /Amended. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Proposed Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Proposed Company, its stakeholders and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.



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The issue of this RFP does not imply that the Proposed Company is bound to select a Bidder or to appoint the Selected Bidder or Supplier, as the case may be, for the Project and the Proposed Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Proposed Company or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Proposed Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.