### **EXPRESSION OF INTEREST**

# FOR

# LEASING OUT OF FEED MILL PLANT AT MELLI PAIYONG, SOUTH SIKKIM



# AGRICULTURE DEPARTMENT

# **GOVERNMENT OF SIKKIM**

Reference No: 758/Agri/Engg/2020-21

#### DISCLAIMER

The information contained in this Expression of Interest (EoI) subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf Of AGRICULTURE DEPARTMENT, GOVERNMENT OF SIKKIM, or any of their employees or advisors, is provided to Bidders on the terms & conditions set out in this EoI & such other terms & condition subject to which such information is provided.

This Expression of Interest (hereafter referred to as EoI) is not an agreement & is neither an offer nor invitation by THE AGRICULTURE DEPARTMENT, GOVERNMENT OF SIKKIM, to the prospective bidders or any other person or individual or firm. The purpose of this EoI is to provide interested bidders with information that may be useful to them in making their Bids/Proposals pursuant to this EoI. The assumptions, assessments, statements & information contained in this EoI may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigation & analysis & should check the accuracy, adequacy, correctness, reliability & completeness of the assumptions, assessments, statements & information contained in this EoI & obtain independent advice from appropriate sources.

The AGRICULTURE DEPARTMENT, GOVERNMENT OF SIKKIM, its employees & advisors make no representation or warranty & shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principals 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 EoI or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the EoI & information contained therein or deemed to form a part of this EoI or arising in any way for participation in the Bidding Process.

The AGRICULTURE DEPARTMENT, GOVERNMENT OF SIKKIM accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EoI. The AGRICULTURE DEPARTMENT, GOVERNMENT OF SIKKIM, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EoI.

The Bidder shall bear all its costs associated with or relating to the preparation & submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation which may be required by the AGRICULTURE DEPARTMENT GOVERNMENT OF SIKKIM, or any other costs incurred in connection with or relating to its Bid. All such costs & expenses will remain with the Bidder. Either the issue of this EoI or its submission by the Bidder does not vest any right in the Bidder for being selected for the award of the project

The AGRICULTURE DEPARTMENT, GOVERNMENT OF SIKKIM, reserves the right to reject all or any of the Bids without assigning any reason whatsoever.



### GOVERNMENT OF SIKKKIM AGRICULTURE DEPARTMENT KRISHI BHAWAN, TADONG

No: 7-58 /Agri/Engg

Dated: 10 8 20

# NOTICE INVITING EXPRESSION OF INTEREST (EoI) for Leasing Out of FEED MILL Plant at Melli paiyong, South Sikkim

Expression of interest (EoI) are invited from eligible bidders for Leasing out of Feed Mill Plant at Melli Paiyong, South Sikkim. The document for Expression of Interest can be downloaded from the websites <u>www.sikkim.gov.in</u> and <u>www.sikkimagrisnet.org</u>. The following time schedule given below shall be adhered to:

1	Document Sale start date	11 <sup>th</sup> August 2020 10:00 A.M	
2	Document Sale end date	11 <sup>th</sup> September 2020 3:00 P.M	
3	Date and time for submission of EOI	16 <sup>th</sup> September 2020 1:00 P.M	
4	Bid opening date and time	16 <sup>th</sup> September 2020 2:00 P.M	
5	Address for downloading Bid Form & Tender Documents	www.sikkim.gov.in and www.sikkimagrisnet.org	
6	Cost Of Bid Form	Rs 1000.00 through DD/Demand Draft, in favour of Chief Accounts Officer, Agriculture Department	
7	Bid Security Value	Rs 50,000.00 through DD/TDR in favour of Chief Accounts Officer, Agriculture Department	
8	Site Inspection by interested bidders	Upto 7 <sup>th</sup> September 2020, Time : 10 am to 4 pn (with 72 hours prior information)	
9	Letter of Award	Within 7 days signing of Lease Agreement.	
10	Validity of Bid	90 days from last date of bid submission	

Agriculture Department reserves the right to reject any offer without assigning any reason.

Additional Chief Engineer, Agriculture Department, Tadong-7371012

### **CHAPTER 1: INTRODUCTION**

### **1.1 INTRODUCTION**

Agriculture Department of the Government of Sikkim have established a Livestock & Poultry Feed Mill at Melli Paiyong in South Sikkim with a vision of benefiting the poultry farmers within the state with easy local availability of poultry & animal feeds.

### **1.2 THE CONCEPT & OBJECTIVES**

The project of setting up of Poultry Feed Manufacturing Unit in the State of Sikkim was envisaged with a two fold purpose of to meet the organic poultry feed requirement of the state and secondly to encourage farmers to grow hybrid maize as it will be easily sold in the feed mill giving them income.

The unit is conceived such as to be able not only to supply the entire current requirement of all the poultry farmers in the state but also be capable of meeting the future growth of demand to some extent. The expected plant capacity has been specified as 7,200 tonnes per annum.

This project has a vision of not only benefiting the poultry farmers within the state with easy local availability of feed meals, but is also aimed at making the state self-sufficient in the poultry feed production with possibility of even exporting them to neighboring places as well.

# **1.3 PLANT SPECIFICATIONS**

Basic Plant Specifications are as below:

Feed for target Animal/Bird	:	Cattle & poultry
Type of Feed	:	Mash, Pellet, Crumbs.
Production rate	:	1-2 tonnes per hour
Mode of Operation	:	Semi-automatic

### **1.4 LOCATION:**

The Plant is located at Melli Paiyong, about 15.0 Km from NH-10 at Melli, S. Sikkim. The plant is approachable by a truckable road and has a parking space for about 6-7 trucks..

# **1.5 FACILITIES**

The main plant is a Reinforced cement Concrete framed brick walled structure with GCI sheet roofing. Detailed Plan and Elevation is enclosed at Appendix-2 and Photographs in Appendix-3, for reference.

The plant is approachable by a truckable road and has a parking space for about 6-7 trucks. It is about 15.0 Km from NH-10 at Melli, S.Sikkim.

Besides, There is a Brick walled GCI sheet structure (previously AGRO SERVICE centre ) which can be used a supplementary store.

Also, two floor (ground and first) out of the three storeyed RCC building of the Agriculture can be used as office and other purpose.

### 1.6 MARKETING/BUY BACK GUARANTEE

The Animal Husbandry & Veterinary Science department, Government of Sikkim has requirement of cattle feeds in the government farms. They have indicated that though they cannot assure Buy back guarantee, they can still place requisition of feeds for the government farms provided that feed be of good quality and at par with competitive market price.

	<b>1.7 Equipments</b>	&	machineries	Installed:
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Α	MAIN PLANT	1 set
1	In take/Btching Section	1 set
2	Grinding section	1 set
3	Mixing Section	1 set
4	Palleting Section	1 set
5	Cooling Section	1 set
7	Electrical Control Panel	1 set
8	Steam Boiler	1 set
9	DG Generator Set (125 KVA) mahindra	1no
"B"	Quality Analysis Equipments	1 no
1	Muffle Furnance	1 no
2	Distilliation unit For Protein analysis	1 no
3	Digestion unit	1 no
4	Digital Oven	1 no
5	Heating Plate	1 no
7	Weighjing balance	1 no
8	UV lamp	1 no
9	Density Sep[arator	1 no

10	Difference	1 no
10	PH meter	
"C"	Furniture & Fixtures	
1	Visitor Chair	5 no
2	Stool	5 no
3	Table 2.5 x 6	4 no
4	water Purifier	1 no
5	Cupboard	1no
6	office table- 2'5 x 5	1no
7	Plastic Chair with arm	6no
8	Revolving Executive Chair	1no

### **CHAPTER 2: INSTRUCTIONS TO APPLICANTS**

#### **2.1 General Instructions**

- (i) The intending tenderer can download tender documents through <u>sikkim.gov.in</u> and www.sikkimagrisnet.org
- (ii) The Bidder is expected to examine all instructions, forms, terms of reference and can visit the site during the prescribed time with at least 72 hours prior information. Failure to furnish all information required by the quotation Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the quotation.
- (iii)An Evaluation committee in the presence of bidders will open the tenders on the date and time indicated above
- (iv)If the envelopes are not sealed and marked as instructed, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- (v) Failure to provide information which is essential to justify the applicants meeting the requirements or to provide timely clarification or substantiation of the information supply may result in disqualification of the applicant.

### 2.2 Terms of reference:

- (i) The facilities created would be handed over for a period of 5 (five) year on "as is where is basis" which can be extended further based on the performance.
- (ii) The unit would be handed over to the highest bidder.
- (iii)The interested individual/Agency should be registered with state government.

- (iv) The raw materials, ingredients required should preferably be procured locally.
- (v) The finished product should cater to the need of the local growers first and only the surplus to be exported out of the state.
- (vi)Timely repair, maintenance of the unit should be ensured and electricity bill be borne by the individual/Agency.
- (vii) The unit shall be subject to time to time inspections by departmental officials during the lease period.

The "Expression of Interest" in sealed envelope in the prescribed format at **Appendix:1**, should reach the office of the Additional Chief Engineer, Agriculture Department, SAMETI Building, ICAR complex, Tadong, East Sikkim on or before the designated time and date and shall be evaluated by the Evaluating committee in the presence of authorized representatives of the individual/Agency.

#### 2.3 Clarification on Tender

A prospective Bidder requiring any clarification of the Tender Documents may contact Additional Chief Engineer, Agriculture department in writing.

No verbal enquiry shall be entertained.

#### (i) Address for communication:

Additional Chief Engineer, Agriculture Department SAMETI Building, ICAR Complex Tadong-737102

#### (ii) Address for Submission of Bids:

Office of Additional Chief Engineer, Agriculture department, SAMETI Building ICAR complex, Tadong.

# (iii) Address for opening of Bids: Conference hall, Krishi Bhavan, Tadong.

### 2.4 Eligibility Criteria for Bidders

To be eligible for pre-qualification and short-listing, an applicant shall fulfill the following conditions of eligibility:

- (i) A bidder Should have the Certificate of Incorporation/ Registration of the Firm.
- (ii) The bidder should have a valid Trade License issued by the state Government.
- (iii)The Bidder must have valid GST registration, a copy of which should be enclosed.

(iv)The Bidder or its sister concern must not be black listed by any Government or Public Sector Organization in India at the time of submission of the EoI.

### 2.5 Schedule of Bidding Process:

The following schedule will be adhered to:

1	Document Sale start date	11 <sup>th</sup> August 2020 10:00 A.M
2	Document Sale end date	11 <sup>th</sup> September 2020 3:00 P.M
3	Date and time for submission of EOI	16 <sup>th</sup> September 2020 1:00 P.M
4	Bid opening date and time	September 2020 2:00 P.M
5	Address for downloading Bid Form & Tender Documents	www. Sikkim. Gov.in and www. sikkimagrisnet.org
6	Cost Of Bid Form	Rs 1000.00 through DD/Demand Draft, in favour of Chief Accounts Officer, Agriculture Department
7	Bid Security Value	Rs 50,000.00 through DD/TDR in favour of Chief Accounts Officer, Agriculture Department
8	Site Inspection by interested bidders	Upto 7 <sup>th</sup> September 2020, Time : 10 am to 4 pm (with 72 hours prior information)
9	Letter of Award	Within 7 days signing of Lease Agreement.
10	Validity of Bid	90 days from last date of bid submission

Agriculture Department reserves the right to reject any offer without assigning any reason.

### 2.6 Language of EoI.

The EoI should be written in English language. English version of EoI shall govern its interpretation.

### 2.7 The Bidding Process

The bidding process shall comprise of the following stages:

- 1. Pre-qualification stage
- 2. Evaluation of financial bids

# 2.8 Cost of Tender Document

The non-refundable cost of the quotation document is Rs. 1000/-(Rupees One Thousandonly) and should be in the form of Demand Draft addressed to Chief Accounts Officer, Agriculture department. The Bidder downloading the Tender Document from the website should invariably submit the cost of the quotation documents form dated within the Document Sale End date in a

separate envelope at the time of submission of quotation Document. Any quotation submitted without the Cost of quotation form/Document would be summarily rejected.

### 2.9 Bid Security

**2.9.1** The bidder shall furnish bid security of a sum of rupees 50,000/- (Rupees Fifty thousand) only.

The bid security is required to protect the procurer against the risk of bidders conduct which would warrant the security's forfeiture. The bid shall be in Indian Rupees and shall be in favour of the Chief Accounts Officer, Agriculture department amounting to Rupees fifty thousand only in the form of Demand Draft /TDR.

Unsuccessful bidder's bid securities will be discharged/ returned as soon as possible and not later than 30 days after the opening of bid.

The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and deposition of Security Deposit.

**2.9.2** The bid security may be forfeited:

- (i) If a bidder:
  - a) withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
  - b) does not accept the correction of errors;

### (ii) In case of a successful Bidder, if the Bidder fails:

- (a) to sign the contract
- (b) to furnish performance security.

### 2.10 Period of Validity of Bids

Bids shall remain valid for 90 (Ninety) days after the deadline for submission of bids. A bid valid for a shorter period shall be rejected as non-responsive.

### 2.11 Submission of Bids

The Bidders shall seal the Bids in two envelopes and mark them as "Pre-qualifying Document" and "Financial Bid". This must be clearly mentioned in bold letters on top of the envelope.

Both the sealed envelopes should be put into an outer envelope and sealed. The outer envelope shall be super-scribed "*EXPRESSION OF INTEREST*", *Leasing out of Feed Mill Plant at Melli Paiyong*.

The bottom Left corner of all the envelopes should carry the full name, address, telephone nos., e-mail ID etc. of the agency submitting the Proposal.

### 2.11.1 Pre – Qualification Bid Documents.

The pre –qualification bid documents shall contain the following:

- (i) A covering letter of the bidders with their name and address.
- (ii) Details of the organization of the Bidder and a short note on the strategy about how it proposes to utilize the facility with an undertaking agreeing to the term of reference (2.2 (i) to (v). More weightage would be given to bio-based organic feed manufacturers.
- (iii) A Declaration by the Bidder that the Bidder or its sister concern has not been blacklisted by any Government or Public Sector Organization in India.
- (iv)Cost of tender document as specified in Clause 2.9 of the Tender Document inside an envelope marked "Cost of tender form"
- (v) Bid Security in the form as specified in Clause 2.10 of the Tender Document inside an envelope marked "Bid Security".
- (vi)Attested copies of following documents :
  - a. Trade license
  - b. Valid GST Registration Certificate
  - c. PAN Card

# 2.11.2 Financial Bid

The financial bid should contain financial proposal submission letter be submitted in prescribed format at Appendix- "1"

# 2.12 Deadline for Submission of Bids

Bids must be received by no later than the time and date specified in the Tender document. In the event of the specified date for the submission of Bids being declared a holiday for Sikkim, the Bids will be received upto the appointed time on the next working day.

The Agriculture department may at its discretion, extend this deadline for submission of bids by amending the bid documents.

# 2.13 Late Bids

Any bid received after the deadline for submission of bids prescribed by the Procurer will be rejected and/or returned unopened to the Bidder.

# 2.14 Right to Accept or reject any or all Applications/Bids

Notwithstanding anything contained in this tender Document, the Agriculture Department reserves the right to accept or reject any Application/Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Agriculture Department rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

# 2.15 Corrigendum

Should the Agriculture department deem it necessary to amend the EoI Document as a result of a clarification, it shall do so by uploading the corrigendum/clarification in the website.

In order to provide prospective bidders reasonable time to take the amendment into account in preparing the bids, the Department may at its discretion, extend the last date for the receipt of EoI.

### 2.16 Opening of EoI.

The Evaluation Committee shall conduct the opening of EoI in the presence of the Bidders or their representatives at the address, date & time specified in the EoI Document.

Preliminary scrutiny of the Pre-qualification documents will be made to determine whether all the required documents are in order. If any Bidder's pre-bid documents are not in order, it will be liable for cancellation.

### 2.17 Evaluation of Bids

- (i) The proposal will be evaluated by a Committee constituted for this purpose by the Agriculture department.
- (ii) The decision of the Evaluation Committee in the evaluation of the Pre qualification, & Financial Bids along shall be final.
- (iii)The Evaluation Committee shall evaluate the pre-qualification bids to determine whether the bids are in compliance to the conditions of pre-qualification criteria. Those bids which do not meet all the criteria mentioned in these documents shall be rejected.
- (iv)The Financial Bids of only the qualified bidders will be opened for further processing.
- (v) The decision of the Evaluation Committee on the selection of winning Bidder will be final & binding to all bidders.

#### 2.17.1 Pre- qualification

The proposal for pre-qualification would be based on the documents submitted as per clause 2.11.1 of the bid documents. Only the bidders who qualifies in all the requirement as specified in clause of the tender document shall be eligible for opening of financial bid

#### 2.17.2 Financial Evaluation

Financial proposal of short listed bidders will be opened in the presence of authorized representatives on the same day after pre-qualification evaluation.

#### 2.17.3 Final Selection

Selection of the bidder will be based on the financial evaluation. The proposal having highest bid will be declared as successful bidder and will be considered eligible for award.

Any effort by a bidder to influence the tender committee in the proposal evaluation or contract award decision may result in rejection of the proposal.

#### 2.18 Security Deposit.

The Agriculture department will notify the successful bidder that its bid has been accepted. the successful bidder is required to accept the same and furnish security deposit amount equivalent to 5% of the total rent of the lease period.

The security deposit shall be in Indian Rupees and shall be in favor of the Chief Accounts Officer, Agriculture Department and in the form of Demand draft/ TDR, before handing of Letter of Award(LoA). This Security Deposit will be retained with the department and will be returned back after successful expiry of lease period without interest.

Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Agriculture Department may award the lease to the next highest evaluated bidder or call for new bids.

#### 2.19. Changes & Withdrawal of Proposals

(i) Entire bid security may be forfeited if any of the bidders withdraw their bids during the validity period.

(ii) The Evaluation Committee/Department of Agriculture may terminate the EoI process without assigning any reason.

(iii) The Evaluation Committee/Department of Agriculture reserves the right to negotiate with the bidder whose proposal has been ranked FIRST by the competent authority on the basis of the best value of the project.

#### 2.20 Termination of Contract

The Agriculture Department may without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Agreement of the Bidder.

- (i) If the bidder has been engaged in fraudulent & corrupt practices with malafide intentions in competing for or execution of the Contract.
- (ii) The Authority may at any point of time terminate the Agreement by giving 30 days written notice to the bidder if the bidder becomes bankrupt or insolvent.

#### 3.0 Ownership of information:

The ownership of all the information generated will at all time rest with Agriculture department and the bidders will have no proprietary or other rights in respect of the same

### 4.0 Force de Majeure:

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. *Force de Majeure* shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of *Force de Majeure* shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

#### **5.0 Conflict of Interest**

Participation of Bidder(s) with a conflict of interest situation will result in disqualification of the concerned bidders. Furthermore, the Tender Committee (TC) reserves the right to debar/bar bidders from all further process of empanelment.

#### 6.0 Arbitration:

Venue of arbitration will be Gangtok, Sikkim and will be governed by provisions of the Indian Arbitration & Reconciliation Act. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

### 7.0 OTHER TERMS & CONDITIONS

The following terms and conditions will form the core of the Lease agreement that will have to be signed between the LESSOR (Agriculture Department) and the LESSEE (winning Bidder)

- (i) taxes, revenue and any payable charges in respect of the property will be borne by the lessee alone.
- (ii) The electric charges and water charges after handing / Taking over of the property shall be borne by the lessee alone.
- (iii) The lessee can bring his own furniture for the office use but no permanent fittings will be made in the **property** inside the property until and unless permitted so by the lessor.
- (iv) The property has normal electricity fitting and fixtures. If the lessee desires to have any additional fittings and fixtures, the lessee may do so at his own cost with the prior permission of the Lessor. The Lessee shall remove such fittings and fixtures on the termination of the lease agreement failing which they shall be deemed to be the property of the Lessor.
- (v) The lessee shall not be allowed to transfer / sublet the present lease or allow anybody else to occupy the premises or any part thereof.
- (vi) The Lessee shall not be deemed to be in the exclusive occupation of the property and (the lessor,) his authorized agent shall have the right to enter upon the premises at any time during working hours to inspect the condition of the demised property.

- (vii) The lessee shall maintain the demised property in good condition and will not cause any damage thereto. If any damage is caused to the demised property or any part thereof by the lessee or his employees, servants or agents, the lessee shall compensate as may be determined by the lessor's architecture / engineer.
- (viii) If the **Lessee** commits a breach of any term of these agreements, then notwithstanding anything contained the **lessor** will be entitled to terminate this agreement by 3 (three) month prior notice to the lessee.
- (ix) The lessee shall not leave before expiry of the lease agreement, if the lessee retires/give-up or relinquish from liability before expiry of the agreement, in this event, the lessee shall compensate all the monetary losses of the lessor.
- (x) The lessee on the other hand shall also give prior 3(three) month notice to the Lessor in case he desires to vacate property on his own.

#### **TENDER FORM**

То

Director, Agriculture Department, Goverrnment of Sikkim Krishi Bhavan, Tadong, Sikkim -737102

Subject: Submission of Expression of Interest for Lease of feed Mill Plant at Melli Paiyong, South SIkkim.

Sir,

This is in reference to your Expression of Interest vide no:..... dated ..... regarding the Leasing out of Feed Mill Plant at Melli Paiyong, South Sikkim.

Our bid for the same is Rs	per annum.	
Rupees (	 ) only	<i>'</i> .

The validity of our bid is for ..... days. (minimum 90 days)

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

.

Signature:

Name & Designation of the authorized Signatory:

Name/ Address of Firm:

# APPENDIX-2 (Plan & Elevation of the Plant Building)







# **APPENDIX-3** (Photographs of the Plant Building)



# THE PLANT AREA



**1 – INTAKE SECTION** 

**4.PELLETING SECTION** 

2.GRINDING SECTION

5.COOLING/CRUMBLING SECTION

6: BLOWER for Cooling.