

EXPRESSION OF INTEREST

FOR

LEASING OUT OF GINGER PROCESSING UNIT AT BIRDANG, WEST SIKKIM.



SIKKIM STATE COOPRATIVE SUPPLY & MARKETING FEDERATION Ltd.

Reference No: SIMFED/ 2020-21/106

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 SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED), 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 SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED), 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 SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED), 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 SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED) 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 SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED), 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 SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED), 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 SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED), reserves the right to reject all or any of the Bids without assigning any reason whatsoever.



SIKKIM STATE COOPERATIVE SUPPLY & MARKETING FEDERATION Ltd. (SIMFED)
GANGTOK, EAST SIKKIM.

No:SIMFED/2020-21/106

Dated:1st June, 2020

NOTICE INVITING EXPRESSION OF INTEREST (EOI)
for
Leasing Out of the GINGER PROCESSING UNIT at BIRDANG, West Sikkim.

Expression of Interest (EOI) is invited from eligible enterpreneuers for taking the Ginger Processing Unit at Birdang, West Sikkim on “As it is Where it is basis.

The following time schedule given below shall be adhered to:

1	Document Sale start date	8 th June, 2020
2	Document Sale end date	15 th June, 2020
3	Date and time for submission of EOI	22 nd June, 2020
4	Bid opening date and time	25 th June, 2020
5	Address for obtain the Bid Form & Tender Documents	General Manager (I), Above Sangram Bhawan, Development Area, Gangtok, East Sikkim
6	Cost Of Bid Form	Rs 1000.00 through Demand Draft, in favour of Managing Director, SIMFED
7	Bid Security Value	Rs 5000.00 through Demand Draft in favour of the Managing Director, SIMFED.
8	Site Inspection Date, Time & Place	Government working day Time : 10 am to 2 pm
9	Letter of Award	Within 7 days.

SIMFED reserves the right to reject any offer without assigning any reason

General Manager (I)
SIMFED

CHAPTER 1: INTRODUCTION

1.1 INTRODUCTION

The Ginger Processing Unit at Birdang, West Sikkim was established by the Horticulture Department and handed over to SIMFED in January, 2011. The Ginger Porocessing unit been set up to process and produces various products of processed Ginger, Turmeric and other spices.

1.2 THE CONCEPT:

The Ginger Processing Unit has been set up in the main ginger growing belt of Sikkim. The main market for trading of Ginger at Reshi is located nearby. The ginger processing unit has been set up to act as a collection centre for Ginger and other spices from the local farmers. The Ginger and other spices collected at the unit can thus be processed and value added to it for better maketing and to provide better rates to the local growers.

1.3 OBJECTIVES:

- i) Provide One Stop place for local growers of Ginger and spices to sell their produces.
- ii) Value addition to the raw ginger and other spices.
- iii) Provide sorting and grading facilities.
- iv) Processing, packaging and branding of the finished goods.
- v) Consumers can obtain pure and fresh organic processed ginger and other spices products.

1.4 PRODUCTS PROPOSED TO BE PROCESSED:

- (i) All products and by products of ginger.
- (ii) All products and by products of Turmeric.
- (iii) Large Cardamom drying.
- (iv) Buck wheat processing and packaging.
- (v) Millet processing and packaging.
- (vi) Any other locally grown produce.

1.5 LOCATION:

The location of Ginger Processing Unit is next to the Horticulture farm at Birdang West Sikkim (Below the main road). It is approximately about 11 kms from Jorethang, West Sikkim on Jorethang-Legship highway.

1.6 FACILITIES

The Ginger Processing Unit is MS Truss structure with a GCI Sheet roofing with following facilities:

1. Ginger Oil extraction unit
2. Facilities for washing and sorting and grading (Agitators)

3. Slicers
4. Facilities for boiling (Steam jacketed Kettles)
5. Facilities for drying (Electric dryers)
6. Facilities for pulveriser (Pulveriser)
7. Facilities for sieving (Sieves)
8. Facilities for packaging (Semi automated Packaging machines)
9. Cold storage facilities (30 Mt)
10. Ripening chamber facilities (5 Mt)

a) Other Facilities:-

- 1) Separate space for working office
- 2) Plastic crates
- 3) Boiler machine

CHAPTER 2: INSTRUCTIONS TO APPLICANTS

2.1 General Instructions

- (i) The intending tenderer can download obtain the tender documents from the General Manager (I), SIMFED, Gangtok, East Sikkim.
- (ii) The Bidder is expected to examine all instructions, forms, terms of reference and can visit the site during the prescribed time with 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) years in “as is where is basis” which can be extended further based on the performance on mutually agreeable conditions.
- (ii) The interested individual/Agency should be registered with state government..
- (iii) The interested individual/Agency should process only Organic Agricultural and Horticultural and other allied products of Sikkim only.
- (iv) List of Equipments/ furniture/ facilities, etc will be available from the General Manager (I), SIMFED.
- (v) Timely repair, maintenance of the unit should be ensured and electricity bill be borne by the individual/Agency.

(vi) 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 General Manager (I), SIMFED, Above Sangram Bhawan, Gangtok, 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 the General Manager (I), SIMFED, Gangtok.

(i) Address for Submission of Bids:

General Manager (I),
Above Sangram Bhawan,
Development Area,
Gangtok, East Sikkim

(ii) Address for opening of Bids:

Office of the General Manager (I),
Above Sangram Bhawan,
Development Area,
Gangtok, East Sikkim

2.4 Eligibility Criteria for Bidders

To be eligible for bidding the 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) Bidders should have experience in running a Food Processing unit for not less than two years.
- (v) The Bidders should have a valid FSSAI licence/ number.
- (vi) The bidders should submit their audited statement of accounts for the last two years certified by an authorised Chartered Accountant.
- (vii) The cumulative turnover for the last two years should not be less than Rs. 50 Lakhs.
- (viii) 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.
- (ix) Preference shall be given to Local Enterprenuer fulfilling the above eligibilities.

2.5 Language of EoI.

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

2.6 The Bidding Process

The bidding process shall comprise of the following stages:

1. Submission of the Bids in the Tender form as annexed.
2. Evaluation of Bids

2.7 Cost of Tender Document

The non-refundable cost of the quotation document is Rs. 1000/- (Rupees One Thousand only) and should be in the form of Demand Draft addressed to Managing Director, SIMFED.

2.9 Bid Security

2.9.1 The bidder shall furnish bid security of a sum of rupees 5,000/- (Rupees Five thousand) only.

The bid security is required to protect the procurer against the risk of bidder's conduct which would warrant the security's forfeiture. The bid shall be in Indian Rupees and shall be in favor of the Managing Director, SIMFED amounting to Rupees 5,000/- (Rupees Five thousand) only in the form of Demand Draft.

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 sealed envelopes and mark them as "EOI BID for the Ginger Processing UNIT". This must be clearly mentioned in bold letters on top of the envelope.

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 – EOI Bid Documents.

The EOI 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.
- (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. Firm Registration
 - b. Trade license
 - c. Valid GST Registration Certificate
 - d. PAN Card
 - e. FSSAI Licence/ No.
 - f. Pollution Certificate from SPCB.
- (vii) Copy of the Audited statement of accounts of the last two financial years certified by a chartered accountant.

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.

SIMFED 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, SIMFED 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 SIMFED rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15 Corrigendum

Should SIMFED 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.

Scrutiny of the 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 SIMFED.
- (ii) The decision of the Evaluation Committee shall be final.
- (iii) Those bids which do not meet all the criteria mentioned in these documents shall be rejected.
- (iv) The decision of the Evaluation Committee on the selection of winning Bidder will be final & binding to all bidders.

2.17.1 Final Selection

Selection of the bidder will be based on the submission of all the required documents as per the eligibility criteria and financial evaluation. The proposal having highest bid along with required documents as per the eligibility criteria 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.

SIMFED 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 20% of the total rent of the lease period.

The security deposit shall be in Indian Rupees and shall be in favor of the Managing Director, SIMFED and in the form of Demand draft, 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 SIMFED 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 SIMFED may terminate the EoI process without assigning any reason.

(iii) The Evaluation Committee/Department of SIMFED 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

SIMFED 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 SIMFED 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 (SIMFED 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 property shall be used only for the specific purpose for which lease has been granted for processing of Organic products of Sikkim/Agro processing, value addition, safe storage, marketing linkage of agriculture/horticulture products that will promote the avenues and growth of all the stakeholders in the chain, specially the growers.
- (iv) 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.
- (v) 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**.
- (vi) The lessee shall not be allowed to transfer / sublet the present lease or allow anybody else to occupy the premises or any part thereof.
- (vii) **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.
- (viii) 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.
- (ix) The Lessee shall have the option of installing any other machines or equipments in the premises for processing of any other locally grown produces with the permission of the Managing Director, SIMFED. The Lessee shall have the option to remove or take back such machines or equipments upon expiry of the terms of agreement.
- (x) 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.
- (xi) The lease 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.
- (xii) The lessee on the other hand shall also give prior 3(three) month notice to the Lessor in case he desire to vacate property on his own.

TENDER FORM

To

Managing Director,
SIMFED,
Above Sangram Bhawan,
Gangtok, East Sikkim – 737 101

Subject: Submission of Expression of Interest for Lease of Ginger Processing Unit at Birdang, West Sikkim.

Sir,

This is in reference to your Expression of Interest vide no:..... dated regarding the Leasing out of **Ginger Processing Unit at Birdang, West Sikkim.**

Our bid for the same is Rs per annum.
Rupees (_____) only.

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: