

**TENDER DOCUMENT**

**FOR**

**Supply, Installation, Commissioning of Automatic Buckwheat**

**Processing plant**



**FS & AD DEPARTMENT  
GOVERNMENT OF SIKKIM**

Tender Reference No: 114/FS&ADD/Engg/2016-17

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## **NOTICE INVITING TENDER**

### **Supply, Installation, Commissioning of Automatic buckwheat Processing plant**

**Tender Reference No:** 114/FS&ADD/Engg/2016-17 **Dated:** 11-March-2017

Sealed tenders are invited from eligible bidders for **Supply, Installation and Commissioning of automatic buckwheat processing plant having 500 kg/hour capacity** under Rashtriya Krishi Vikash Yojna. The cost of work put to Tender is **Rs.3.46 Crore** (Rupees Three Crore Fourty Six lakh). The tender form can be obtained or downloaded from the website [www.sikkimagrisnet.org](http://www.sikkimagrisnet.org) and [www.sikkim.gov.in](http://www.sikkim.gov.in) A non-refundable demand draft payment of Rs. 15,000/- (Rupees Fifteen Thousand) only in favour of Additional Director (Accounts) FS&ADD Govt. of Sikkim towards cost of tender form is required to be submitted. The last date of submission of bid is fixed as 01.04.2017 at 1.00pm.

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

Superintending Engineer

FS&AD Dept.

## INTRODUCTION

### 1.1 Introduction

The Ministry of Agriculture and Farmers Welfare, Government of India, have allocated funds to the state government for undertaking various activities in Agriculture and allied sectors under Rashtriya Krishi Vikash Yozna with a funding pattern of 90: 10 (Centre:state).

Establishment of an Automatic Buckwheat Processing Plant along with other required amenities is also one of the activities. **The model of operation of this project will be BOT (Build, Operate and Transfer) basis.**

Buckwheat being a crop which is perfectly suited and grown in the state has a very good potential for export market. The flour and the kernels are widely used for food purpose in other parts of the world. When the issue of export comes into picture, particularly in food grains, it is always beneficial or profitable to do so in the processed form rather than the grains.

The processing unit that is to be established will have a processing capacity of 500.00 kilograms of Buckwheat per hour and shall be established at **Wholesale Regulated Market Complex, Rangpo, East Sikkim**. This will provide the most essential facility for the farmers of the state in the larger growing regions of the state to avail the benefit of processing in order to fetch good financial returns. Land for Establishment of the unit shall be provided by the department without any encumbrance.

## **1.2 Eligibility of Bidders**

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

1. Should have the Certificate of Incorporation/ Registration of the Firm.
2. Should have a valid Trade License issued by the state Government/Any other government agency in India.
3. The Bidder must have valid VAT registration, a copy of which should be enclosed.
4. Total value of Work completed in last two years should be more than Rs. 7.00 crore (should be supported by the Supply Order/payment receipt, etc, if any)
5. Overall Average Annual Turnover of the Company/Firm/Corporation in the last two financial years should be more than Rs. 7.00 crore. (This must be the individual Company's turnover and not that of any group of Companies). (A summarized sheet of turnover certified by registered CA should be compulsorily enclosed)
6. Company/Firm should have experience in supply of Food Processing Machinery & Commissioning of Food Processing Plant.
7. The bidder should have direct authorization from the Original Equipment Manufacturers (OEM) for selling and supporting the components offer under this project
8. The bidder should be willing to run the unit after completion for at least 2(two) years or till it is taken over by any FPO/SHG or any other organizations approved by the State government. The running cost during this period shall be recovered from service charge collected on processing of buckwheat. A written Undertaking/MOU with seal and sign to this effect is to be submitted.

## **1.3 Place of opening of bids:**

Krishi Bhawan, Tadong,  
East Sikkim  
Pin – 737102

## **1.4 Address for communication:**

Office of the Superintending Engineer,  
FS&AD Department,  
Farmers' Hostel, ICAR Complex,  
Tadong, Sikkim 737102

## 1.5 Schedule of Bidding Process

The following schedule will be adhered to:

1.	Hosting of Bid document on FSADD website or obtaining copy of bid document	: 11.03.2017
2	Document Sale start date	:11.03.2017
3	Document Sale end date	:17.03.2017
4	Last date and time for submission of Bid	:01.04.2017 1.00 p.m.
5	Bid opening date and time	
	a) Technical Bid	:01.04.2017 2.00 p.m.
	b) Financial Bid	: Shall be informed to the qualifying bidders.
6	Letter of Award (LoA)	Within fifteen days of bid opening
7	Validity of bids	90 days from last date of bid submission

## 1.6 Evaluation of proposals

### 1.6.1 Technical Bid evaluation

- a. The Technical Proposals will be evaluated by a Committee constituted for this purpose and, in the first instance, be examined to ascertain fulfillment of eligibility criteria and submission of required documents.
- b. Technical Proposals received will be opened in the presence of authorized representatives of the Agencies who have submitted proposals on a date /time specified by Tender Committee.
- c. Only the Bidders who meet all the requirements as specified in the Eligibility Criteria as in Clause 1.2 of this document will be shortlisted for opening of technical and financial bids.
- d. The evaluation committee will evaluate the Technical Proposals on the basis of the technical evaluation criterion as provided below:

#	Criteria	Description	Max Points
1	Past Experience of the responding firm	At least ONE work completion certificate of Food Processing Industry. 02 (two) marks for each completed project of Processing Industry, maximum 08 marks.	8
2	Presence in Sikkim	A registered branch/company in Sikkim	8
		Outside of Sikkim	4
	Date of Establishment	Up to 05 (Five)years	8
		Over 05 (Five) years	4
3	Technical Presentation	Presentation of overall implementation and support strategy, The overall project management approach adopted including work plan and support strategy	8
4	Detailed Project Plan	Detail & authentic project plan needs to be satisfactory enough.	10
5	Technical specifications of the machines & components being offered	Make, model and detail specification of item offered.	10
6	Promotion of Local Representation	Bidder is of Sikkimese origin (Attested Sikkim Subject or COI to be submitted).	8
		If outsider	4
7	Technical Manpower	Bidder should have experience Agricultural Engineer/Food Technologist/Mechanical engineer in their payroll. Supporting documents to be enclosed.	5
8	Financial Information	Financial Position of the bidder (Minimum average Turnover of the bidder should be above seven crore rupees for the past two year mandatory). Certificate endorsed by chartered Accountant for last two financial year to be enclosed.	15
9	Quality of performance/Recognition	State level recognition from Government Organization/department.	5
10	Level of Processing	Primary processing	5
		Secondary processing	10
		Tertiary processing	15

### 1.6.2 Financial Bid Evaluation

- a. The Financial Bids of technically qualified bidders (i.e. above 70 marks) will be opened on the prescribed date in the presence of bidders or their authorized representatives.
- b. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.**
- c. The bid price Quoted should be FOR destination and will include all taxes, service charges, cost of testing, inspection, erection and installation etc. No additional charges would be applicable and levies shall be in Indian Rupees and mentioned separately.
- d. Errors & Rectification: Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- e. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- f. In the event that there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be adjudicated as the best responsive bid or Most Responsive bid for award of the Project.**



## CHAPTER 2: INSTRUCTIONS TO BIDDERS

### 2.1 Instruction to Bidders:

The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the Tender document. Failure to furnish all information required by the Tender 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 outright rejection of the Tender.

### 2.2 Scope of the Assignment:

The Cost of the project put to tender is Rs.3.46 crore for both Civil and Mechanical works. The Scope of Work /assignment is as follows:

- )] **Supply of different kinds of machines those are used in various stages of Buckwheat processing unit such as Cleaning, de stoning, grading, hulling/shelling, roasting/ milling.**
- )] **Installation of the machines & other components to set up an Automatic Buckwheat processing plant.**  
**Input: Raw harvested buckwheat**  
**Output            1: Buckwheat flour.            2: Buckwheat Kernels.**
- )] **Construction of appropriate Plant shed needed for such Plant & machineries including one unit staff quarter, water supply and sanitation.**
- a) **Main Plant: This building shall be constructed using Pre-Fabricated structure with M.S. claddings, Galvalume sheet roofing, Cement concrete flooring and adequate protective works. The Size of the buildings should not be less than 24.50 length x 12.20 breadth x 7.50 height in meters (internal).**
- b) **Staff Quarter : This structure should be RCC (Reinforced Cement Concrete) framed with brick in superstructure and GCI sheet roofing. The plinth area of the building should not be less than 105.00 square meters.**
- )] **Electrification to be provided as per the necessity of the Plant.**
- )] **Power backups to be provided in order to run the plant successfully during cut in power supply.**

### **2.3 Consortium:**

The bidder may form a consortium of Machinery manufacturers/authorized dealer/supplier willing to provide complete solution to execute the total project. Such consortium/tie ups of two or more firms are also permitted to bid in the project.

In case the Applicant proposes to apply as a group of entities (the " Consortium"), coming together to implement the proposal under an existing binding agreement in the form of a Consortium Agreement.

- J Such consortium Agreement should clearly define the roles & responsibilities of individual members and their inter relationship, particularly with references to financial, technical and operating obligation of the individual members for the proposal.
- J Such consortium Agreement should clearly specifies one member as lead Member who shall be responsible for the execution of the proposal and respective obligation as may be agreed between Government.
- J Such consortium Agreement should be for a minimum of scheme period or till the proposed project is executed and handed over, whichever is later.
- J Such consortium should clearly specify that all consortium members shall be jointly and severally liable for the execution of the Proposal in accordance with the terms and conditions of the agreement(s) as may be executed with Government.
- J A copy of Consortium Agreement is required to be submitted along with the proposal, failing which proposal shall be considered incomplete.

### **2.4 Clarification on Tender**

A prospective Bidder requiring any clarification of the Tender Documents may contact Superintending Engineer, FS&ADD in writing or by email at [jeewanchettri@gmail.com](mailto:jeewanchettri@gmail.com) or [sripd@yahoo.com](mailto:sripd@yahoo.com)

No verbal enquiry shall be entertained.

## **2.5 Cost of tender Document**

The non refundable cost of the Tender document is Rs. 15,000/- (Rupees Fifteen thousand only) and should be in the form of Demand Draft addressed to Additional Director, Accounts, FS&ADD. The Bidder downloading the Tender Document from the website should invariably submit the cost of the Tender fee dated within the Document Sale End date in a separate envelope at the time of submission of Tender Document. Any tender submitted without the Cost of Tender Document would be summarily rejected.

## **2.6 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.

## **2.7 Submission of Bids**

The Bidders shall seal the Bids in three envelopes and mark them as “Pre qualifying Document” as specified in 1.2 (Eligibility of Bidders), “Technical Bid” 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 “**Supply, installation, commissioning of automatic Buckwheat Processing plant**” having 500 kg/hour capacity with the due date for submission. The Bottom Left corner of the outer cover should carry the full name, address, telephone nos., e-mail ID etc. of the agency submitting the Proposal.

### **2.7.1 Technical Bid**

The technical bid must contain the following documents

- a) Technical proposal submission letter in the prescribed format (Appendix - 1)
- b) Technical Bid in the prescribed format (Appendix-2) along with enclosures

The Financial Bids of Bidders who meet the minimum technical qualification only shall be opened.

## **2.7.2 Financial Bid**

The financial bid should contain the following documents:

- a) Financial proposal submission letter be submitted in prescribed format (Appendix – 3).
- b) The outer envelope containing the sealed Technical and Financial Proposals should be addressed to:

Office of the Superintending Engineer,  
FS&AD Department,  
Farmers' Hostel, ICAR Complex,  
Tadong, Sikkim 737102

If the envelopes are not sealed and marked as instructed above, 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.

## **2.8 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 up to the appointed time on the next working day.

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

## **2.9 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.

## **2.10 Right to Accept or reject any or all Applications/Bids**

Notwithstanding anything contained in this tender Document, the FS&AD 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 FS&AD Department rejects or annuls all

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

The FS&AD Department reserves the right to reject any Application and/ or Bid if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Applicant does not provide, within the time specified by the Department, the supplemental information sought by the department for evaluation of the Application.

### **2.11 Award of Contract and Security Deposit**

Tender must be accompanied by Earnest Money Deposit (EMD) of Rs.9,00,000/- (Indian Rupees Nine Lakh) only in favor of the Superintending Engineer, FS&ADD Department in the form of Demand Draft/ FDR/TDR.

The Earnest Money Deposit of the successful bidder shall be retained till completion and handing over of the work. The Earnest Money Deposits of the unsuccessful bidders shall be returned back within 45 days.

### **2.12 Ownership of information:**

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

### **2.13 Termination:**

'FS&AD Department' can terminate the Contract of the agency at any time by giving one month notice. In such an occurrence FS&AD Department' shall give a written advance notice before terminating the Contract of Agency.

### **2.14 Mode of Release of Payments:**

The payments for the works shall be made in three installments in the ratio of 40:40:20, purely depending on the progress of work. Advance payment shall be considered only in case of procurement of machinery and equipment against the production of equivalent Bank Guarantee valid for 18 (eighteen) months.

### **2.15 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.

### **2.16 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.

**2.17 WARRANTY:** The items should be covered by warranty as per the manufacturers terms & period.

### **2.18 IMPLEMENTATION SCHEDULE AND PENALTY:**

2.18.1 The implementation schedule for supply, erection and commissioning (Project Execution should be completed within 12 (Twelve) months from the date of award of work. No extension of time for implementation of the project will be given. In exceptional circumstances, for the reasons beyond control (*Force de Majeure*), the implementation period may be extended with the approval of the Government.

2.18.2 The contractor(s) shall make all possible efforts to complete the project as per the stipulated time period mentioned in the Letter of Award (LoA). In case of non adherence to the stipulated timelines, except in case of Force de majeure or reasons beyond the control of the contractor(s), the Government may consider imposing penalty as prescribed under the prevalent SFR (Sikkim Financial Rules) and the Code and Manuals of SPWD (Sikkim Public Works Department).

2.18.3 The assets created wholly or substantially out of the Government Fund shall not be disposed-off or encumbered or utilized for purposes other than those for which the fund has been sanctioned, without obtaining the prior approval of the Government. In case of non- compliance as stated above, the conditions laid down in the MoU shall be final and binding.

**TECHNICAL PROPOSAL SUBMISSION LETTER**

To  
The Superintending Engineer,  
FS & AD Department,  
Farmers' Hostel, ICAR Complex,  
Tadong, Sikkim 737102

**Subject: 'supply, installation, commissioning of automatic Buckwheat Processing plant**

Sir,

I/We, the undersigned, offer to undertake the assignment of "supply, installation, commissioning of automatic buckwheat Processing plant having 500kg/hour capacity" in accordance with your Tender Document No. .... dated ..... We hereby submit our Technical Proposal for the same.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

Yours Sincerely,

Signature:

Name & Designation of the authorized Signatory:

Name of Firm:

Address:



**FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL**

**A. General Information**

1. Name of agency:
2. Nature of agency:
3. Full Address:
4. Contact details (Tel no/Fax/E-mail):
5. Name of contact person:

**B. Compliance to eligibility for Bidding**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Compliance (Yes/No)</b>
1	Certificate of Incorporation/ Registration of the Firm.	
2	Trade License issued by the Government	
3	VAT registration Certificate.	
4	Total Work orders or Supply orders executed in last two years should be more than Rs. 7.00 crore (should be supported by the Supply Order/payment receipt, etc, if any)	
5	Overall Average Annual Turnover of the Company/Firm/Corporation in the last two financial years should be more than Rs. 7.00 crore. (This must be the individual Company's turnover and not that of any group of Companies). (A summarized sheet of turnover certified by registered CA should be compulsorily enclosed)	
6	Company/firm experience in supply of Food Processing Machinery & Commissioning of Food processing Plant (Work order /completion certificate to be enclosed )	
7	The bidder should have direct authorization from the original Equipment Manufacturers for selling and supporting the component offer under this project.	
8	Willingness to run the unit for minimum two years after completion.	

**C. List of Documents Enclosed (to be specified by the Bidder)**

(Signature of the firm with designation and Official Seal)

Dated:\_\_\_\_\_

**Financial proposal submission letter**

To

The Superintending Engineer,  
FS & AD Department,  
Farmers' Hostel, ICAR Complex,  
Tadong, Sikkim 737102

**Subject: 'Supply, installation, commissioning of automatic Buckwheat Processing plant**

Sir,

We, the undersigned, offer to undertake the assignment of “**supply, installation, commissioning of automatic Buckwheat Processing plant** having 500kg/hour capacity in accordance with your Tender Document No .....dated ..... and our Technical Proposal.

Our Financial Bid shall be binding upon us, up to completion of the period of the contract as specified in the Tender Document.

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

Yours Sincerely,

Signature:

Name & title of the authorized signatory:

Name of Firm:

Address: