



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4250460  
Dated/दिनांक : 30-11-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-12-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-12-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Agriculture And Farmers Welfare
Department Name/विभाग का नाम	Department Of Agricultural Research And Education (dare)
Organisation Name/संगठन का नाम	Indian Council Of Agricultural Research (icar)
Office Name/कार्यालय का नाम	Nrc For Orchids
Total Quantity/कुल मात्रा	200
Item Category/मद केटेगरी	Vanda Alliance Flowering size (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the

date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Vanda Alliance Flowering size - [1700819159.xlsx](#)

**Vanda Alliance Flowering Size ( 200 pieces )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Phigu Tshering bhutia	737106, ICAR - National Research Center for orchids Pakyong Sikkim	200	30

## **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

### **1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

### **3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### **2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address ICAR NRCO Pakyong Dist: Pakyong 737106 Sikkim.

#### **3. Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

#### **4. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 5. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

(a) **PERFORMANCE SECURITY:** The successful tenderer shall deposit in form of fixed deposit receipt or bank guaranty form any nationalized bank duly pledged in the name of the "Director, ICARNRC for Orchids, Pakyong" which shall be kept for a period of 12 months beyond completion of all the contractual obligations. Security deposit has to be submitted within 07 days of award of contract which will be refunded after completion of Defects liability Period. If the supply are not made satisfactorily or terms and Conditions of contract agreement are violated the performance security is liable to be forfeited and if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender the performance security is liable to be forfeited. No interest will be paid on performance security. Security Deposit shall be released after 'Defects liability Period of twelve months from date of completion. During the defects liabilities period'. The contractor shall replace any item found defective/damaged within ten days of intimation failing which the defective/damaged item will be got supplied at the risk and cost of the contractor through any other agency.

(b) **DELIVERY AND LIQUIDATED DAMAGES:** Supply order has to be fulfilled within 45 days of issue of order. Supply will have to be completed within 45 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5 % per week of the total value of supply order, as a consequence of the delay, shall be imposed if service made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier. Place of delivery (F.O.R) at ICAR-NRCO, Pakyong, Sikkim.

(c) Only those suppliers registered with Central Government/ State Government for sale of plants need apply.

(d) The bidders have to enclose / upload the photo copy of the documents viz Registration Number with Central Government/ State Government, Pan no/copies of the IT returns for the previous three years, Tin no./GST registration No./ labour registration no./experience in executing similar works in the last 3 years along with Technical Bid.

(e) The damage of the plant if any during transportation/delay in custom clearance etc. shall be the sole responsibility of the supplier and if plant containing packets were turned upside down, damaged during transit or infected with any kind of microbial infection shall not be accepted at all.

(f) The supplier of the plantlets will have to take the responsibility of import /GST Tax in country of origin of plantlets, other export import formalities, airport, cargo clearance etc. All quarantine and cargo clearance is the responsibility of the supplier.

(g) The Supplier cannot charge anything be in terms of relief, money or anything for the damage of plants on transit in the airport, on the road, or for any reason

n, including mishandling of plants by airport staff in airports or at time of loading/unloading of plants of or during transportation/clearance of custom etc.

(h) Supply of plantlets being very special type supply, where quality of plants is of most important, Security Money will be released only after 12 (twelve) months from the date of supply to confirm the quality and variety of plants.

(i) It is mandatory for the supplier to submit the list of varieties duly authenticated by the tissue culture laboratory.

(j) Sales tax, purchase tax, turnover, insurance or any other tax (if any) on material in respect of this contract shall be payable by the contractor and ICAR-NRCO, Pakyong, Sikkim will not entertain any claim whatsoever in respect of the same. Rate quoted should include all charges like delivery charge and miscellaneous expenses. No extra claim above rate quoted will be entertained in any case.

(k) The Institute will not be responsible for any loss or damage in transit. Insurance if any required has to be done by the supplier at his own cost.

(l) Time of completion of supply to be adhered to strictly. Specification and particulars of supply order regarding supply will be adhered strictly. No changes/ Extra supply/ Un ordered supply items will be made by the supplier without prior approval of Director NRCO in writing. If made so, then no payment for such change/ extra supply will be made by NRCO and no such claim will be entertained in any circumstance.

(m) During the defects liability period/warranty period, the supplier shall replace/supply as directed any or all damaged/defects/defective materials at Supplier's own risk and cost, to the entire satisfaction, within Ten days of issue of a written notification in this regard failing which the same shall be got done through any other agency and cost recovered from amounts due to the supplier/firm.

(n) Inspection:

1) The Director, ICAR-NRCO, Pakyong shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

2) No payment shall be made for rejected Stores/ Supply. Rejected items must be removed by the Bidders within 10 days from the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be disposed at the risk and responsibility of the suppliers without any further notice.

(o) Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier. The defective supply or service will have to be replaced by the supplier within 10 days without additional freight / transport charge.

(p) The tenderer has to furnish the following details/ certificates in the technical bid: 6. 1. Source of the planting materials with its certified pedigree details. 2. Phytosanitary and CITES certificate against designated diseases of orchids. 3. True to the type Vanda Alliance Flowering size (24-30 month old) Standards: Uniform, disease free, healthy, blemish free, turgid.

3. Caution declaration for the mortality of the plants during supply

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**