



भा.कृ.अनु.प. - राष्ट्रीय ऑर्किड अनुसंधान केंद्र  
पाक्योंग, सिक्किम - ७३७१०६

ICAR- National research Centre for Orchids  
Pakyong, Sikkim -737106



Email : director.nrc@icar.gov.in

Phone : 03592267031

Website: www.nrc.icar.gov.in

F: No. NRCO/S/06/2022/75

दिनांक: 19.09.2022

**निवीदा सूचना (सी.पी.पी पोर्टल)**

निदेशक, भा.कृ.अ.प.-राष्ट्रीय आर्किड्स अनुसंधान केंद्र, पाक्योंग, सिक्किम द्वारा रोपण सामग्री (आर्किड्स) की आपूर्ति हेतु दो बिड प्रणालि (तकनीकी एवं वित्तीय) के तहत ऑनलाईन सी.पी.पी.पी पर यूआरएल:<http://eprocure.gov.in/eprocure/app> के माध्यम से निवीदा आमंत्रित की गयी है। ऑनलाईन बिड जमा करने की अंतिम तिथि 21.10.2022 है। अधिक जानकारी URL:<http://eprocure.gov.in/eprocure/app> या <https://nrcorchid.nic.in> पर देखे।

CPPP Tender ID : **2022\_DARE\_713395\_1**

(अरविंद चौहान)

सहायक प्रशासनिक अधिकारी



Email : director.nrco@icar.gov.in

भा.कृ.अनु.प. - राष्ट्रीय ऑर्किड अनुसंधान केंद्र  
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### NOTICE INVITING E-TENDER

ICAR- National Research Centre for Orchids (ICAR-NRCO) is a Research Institute under the Indian Council of Agricultural Research, Department of Agricultural Research and Education, Ministry of Agriculture and Farmers Welfare, Government of India. The Director, ICAR-NRCO, Pakyong, Sikkim, invites **Open e-Tender** through website URL: <http://eprocure.gov.in/eprocure/app> under two bid system (**Technical Bid & Financial Bid**) from eligible and qualified bidders for **“SUPPLY OF PLANTING MATERIALS (ORCHIDS)”**

### CRITICAL DATE SHEET (Section)

Tender No	NRCO/S/06/2022/75 Date: 19.09.2022	
Name of the Organization	ICAR-NRC for Orchids, Pakyong, Sikkim-737106	
Date and Time for Issue/ Publishing Time	20.09.2022	04:00 PM
Document Download/Sale Start Date and Time	20.09.2022	04:30 PM
Document Download/Sale End Date and Time	20.10.2022	09:30 AM
Bid Submission Start Date and Time	20.09.2022	05:00 PM
Bid Submission End Date and Time	20.10.2022	10:00 AM
Date and Time for Opening Bids (Technical)	21.10.2022	11:00 AM
Address for Communication	Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106	

**CPPP TENDER ID: 2022\_DARE\_713395\_1**

**GeM Non Availability Report ID: GEM/GARPTS/19092022/79CDP805UL1H**

### **IMPORTANT NOTES:-**

1. The tender form/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app> or <https://nrco.icar.gov.in>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is **mandatory**. **Manual submission of bids/ offline shall not be accepted in any case**. Upload the bids after completing in all respect in the e-procure.gov.in portal as per guidelines mentioned in the portal by or before the due date & time.
2. **Bids received on CPP portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
3. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded online along with the Tender documents.
4. Tenderers/ bidders are requested to visit the website: (<https://eprocure.gov.in/eprocure/app>) regularly. Any changes/modifications in tender enquiry will be intimated by Corrigendum through this website only.

5. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. This Centre reserves the right to accept or reject any or all the tenders in part /full without assigning any reason thereof.
6. **Bid Security (Earnest Money Deposit):** The interested firms are required to submit (in original) Bid Security (EMD) in the form of Demand Draft from any commercial Bank in favor of "Director, ICAR NRC for Orchids, Pakyong" payable at SBI Pakyong code no.(9036), Sikkim. The demand drafts should be submitted on or before last date/time of bid submission by speed post or registered post only. Online Bids shall not be considered in case Earnest money is not submitted before the closing date of tender. The bid security (EMD) will not bear any interest and the bid security (EMD) of unsuccessful tenderer would be refunded without any interest after finalization of the tender.
  - a. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - b. The Firm who are registered with National Small Industries corporation (NSIC)/ OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provided along with technical bid).
  - c. No claim shall lie against the ICAR-NRCO in respect of erosion in the value or interest on the amount of EMD.
  - d. The EMD, in case of successful bidders shall be returned after submission of performance security and in case of unsuccessful Bidders, shall be retained by the Purchaser, up-to a maximum period of 6 months from the date of opening of the bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the ICAR-NRCO authorities on the EMD.
7. The interested Firms are required to deposit (in original) **an Earnest Money Deposit (EMD) of Rs. 25,000/- (Twenty Five Thousand only) in the form of Demand Draft** and shall be addressed to Director, ICAR-NRC for Orchids, Pakyong, Sikkim-737106. If bidders are exempted by GOI for submission of EMD tender document fee then this has to be stated clearly and certificate in this effect has to be mandatorily submitted. Envelope containing DD's should be super scribed in bold "**EMD FOR SUPPLY OF PLANTING MATERIALS (ORCHIDS)**".
8. The bid without EMD will be summarily rejected. Upload scanned copy of EMD Draft with Technical Bid online.
9. Financial bid will be opened only of those firms which qualify technical bid.
10. **The Bid Security (EMD) will be forfeited** in the following conditions:-
  - a. If any stage, any of the information/declaration given by the bidder if found false.
  - b. If a bidder withdraws his bid during the period of bid validity specified in terms and conditions of tender.
  - c. In case of any lapse/default in honouring of terms and conditions at any stage after submitting the tender.
  - d. In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.



(Arvind Chauhaan)  
Assistant Administrative Officer

*Copy to:*

1. PS to Director, ICAR-NRC for Orchids, Pakyong, Sikkim.
2. Nodal Officer (TSP), ICAR-NRC for Orchids, Pakyong for information.
3. Nodal Officer (SCSP Project), ICAR, ICAR-NRC for Orchids, Pakyong for information.
4. Scientist (Genetics & PB), ICAR-NRC for Orchids, Pakyong.
5. Scientist I/c, Farm, ICAR-NRC for Orchids, Pakyong.
6. Chairperson TAC, ICAR-NRC for Orchids, Pakyong.
7. Chairperson PAC, ICAR-NRC for Orchids, Pakyong.
8. Scientist I/c, ARIS Cell, ICAR-NRC for Orchids, Pakyong(*with request to upload the tender document on institute's website, eoffice notice board and CPPP*).
9. FAO I/c, ICAR-NEC for Orchids, Pakyong, Sikkim

INSTRUCTIONS FOR BIDDERS

1. **Manual/offline bids shall not be accepted under any circumstances.**
2. **While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tender stipulate any condition of his own, such conditional tender is liable to be rejected.**
3. Director, ICAR-NRCO, Pakyong, Sikkim, reserves the right to reject any tender/bid wholly or partly without assigning any reason.
4. The PAC/TAC constituted by the Director, ICAR-NRCO shall have the right to verify the particulars furnished by the bidder independently.
5. **Tenderer shall take in to account all costs including delivery of material at site i.e. ICAR-NRCO, Pakyong, Sikkim for quoting the rates.** In this regard no claim for any extra payment for any reason shall be entertained.
6. The items should be delivered at ICAR-NRCO, Pakyong, Sikkim and the supplier shall be responsible for any damage during the transit of planting materials. **All the tender documents & price bid to be up loaded as per this tender are to be digitally signed by the bidder.**
7. All the communications with respect to the tender shall be addressed to:  
**The Director, ICAR-NRCO, Pakyong, Sikkim – 737106.**
8. The Firm/Supplier should have at least average annual turnover of **Rs. 7.5 Lakhs** from supply of similar nature (Planting Materials) in the last three financial years. The minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March 2022, 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 crite.
9. The Bidder must have successfully executed / completed at least one single order of 6.5 Lakh or 2 orders each of 3.75 Lakh or 03 orders each of 3 Lakh for similar Planting Materials supply **in last three** years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful completion of orders in support of Past Experience of Similar Supply along with names, address and contact details of clients shall be uploaded with the technical bid for verification by the Buyer (**Format enclosed Annexure-XI**).
10. Attach copy of at least three Purchase orders of similar nature of work i.e supply awarded by other Government agencies. Bids not attached with supply orders will be summarily rejected.
11. No Mobilization Advance and Secured Advance will be allowed. Price Adjustment is not applicable. No advance payment will be made at any cost at any time of contract.
12. The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase or decrease 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.
13. The bidders are requested to participate in bids only if they agree upon the terms and conditions in full, of this tender document. Decision of Director, ICAR-NRCO shall be final and binding in all aspects for bidders.

**DETAILED INSTRUCTION FOR ONLINE BID SUBMISSION ON CPPP****A) Instructions for Online Bid Submission**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:<http://eprocure.gov.in/eprocure/app>.

**B. Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**C. Searching for tender documents**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**D. Preparation of bids**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **E) Submission of bids**

1. Bidder should login to the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents in the tender document.
3. The Bidder should prepare the EMD as per instructions specified in the tender document. The Original should be posted latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
4. A standard **Financial Bid (Annexure-VI)** format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. **The bidders are required to download the format for Financial Bid and fill the particulars necessary details and submit/upload the same duly signed/stamped.**
5. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents must become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission": in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

GENERAL TERMS AND CONDITION

1. **PURCHASER and CONSIGNEE** :The Director, ICAR-NRC for Orchids, Pakyong, Sikkim.
2. **PERIOD AND VALIDITY OF CONTRACT**: Forty Five days after award of contract or time period scheduled for completion of supply vide work order. The contract can be terminated at any moment of contract period/ any time by giving one week prior notice by either party in writing on account of any of the following reasons.
  - i. On account of unsatisfactory performance
  - ii. Breach of contract clauses(s)/ terms and conditions.
3. **FIRM & FIXED RATES**: Prices should be quoted on a firm & fixed price basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straight away without any consideration. In case of award of contract the rates approved by ICAR-NRCO will remain firm & fixed throughout the period of contract agreement.
4. **NON TRANSFERABILITY**: This tender is non-transferable.
5. **TERMS & CONDITIONS**: Terms & Conditions as set out in this Tender Document shall have to be comply with, by the tendering firm. Offers not complying with such terms & conditions shall be ignored/ rejected at the discretion of the Authority.
6. **PERFORMANCE SECURITY**: The successful tenderer shall deposit **Rs. 40,000/-** (Forty Thousand only) (in lump-sum) in form of fixed deposit receipt or bank guaranty form any nationalized bank duly pledged in the name of the "Director, ICAR-NRC 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.
7. **PRESCRIBED FORMS**: Online bids under two bid systems (**Technical bid and Financial bid**) through e-procurement in the format prescribed (**ANNEXURE-V, Technical bid & ANNEXURE-VI, Financial bid**) in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. The tender sent by Courier/Registered post/Telegraphic/Telex/Fax/ Email will not be accepted and ignored straightaway.
8. **AUTHORIZED SIGNATORY/ SIGNING OF TENDER**: Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are digitally signed as:
  - a. " a sole proprietor" of the concern or constituted attorney of such sole proprietor;
  - b. a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
9. **A PARTNER OF THE FIRM**: If it is partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney



duly executed by the partners of the firm. For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.

- a. If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration.
- b. If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.
- c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

**NOTES:**

i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partner admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

ii) In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

10. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so NRCO, Pakyong may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

**11. BIDS EVALUATION:**

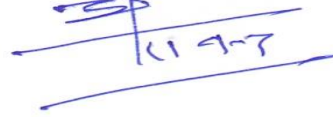
- a. Bids shall be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The Institute shall not be responsible for any delay and delay in receipt of the EMD/Tender Fee. Any bids received by the Institute which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent.
- b. Quotations qualified by such vague and indefinite expression such as “Subject to prior confirmation”, “Subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
- c. Financial Bids will be open for only those bidders whose Technical Bids qualifies. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.
- d. Mere Participation in the tender does not ensure business of any quantum, whatsoever and doesn't bind this centre to place supply order. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

12. **SUBMISSION OF BIDS:** The tenderer should digitally sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.** The rates should be quoted as per the Financial Bid format /BOQ format uploaded on the CPP Portal. Taxes, if any, should be indicated separately. It must be noted that the contract shall be awarded to the firm

which fulfils all the required specifications, terms and conditions, qualify the technical bid and remains L-1.

13. **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.
14. **RISK PURCHASE:** If successful tenderer fails to supply/ execute supply order within the stipulated date specified in our Tender Document/ work order; Director, NRCO, Pakyong reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material/service from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.
15. **THE PAYMENT CLAUSE:** The bill in triplicate may be sent to this office for settlement after satisfactorily execution of supply order. The bill should have full particulars of the items(s). Payment will be made only after satisfactory certificate of indenter regarding quality and quantity of supply. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work. No payment will be made against execution of partial order. The firm shall submit the bill only after execution of supply to the satisfaction of the NRCO, Pakyong on receipt of a pre-receipted bill invoice from the firm the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods / services rejected. The bill is to be submitted in triplicate in GST prescribed Proforma with details of CGST,SGST and IGST rates, amount and GST number.
16. **BREACH OF TERMS AND CONDITIONS:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the supply order without assigning any reason thereof and nothing will be payable by **ICAR-NRC for Orchids, Pakyong** in that event the security deposit shall also stand forfeited.
17. **LEGAL JURISDICTION:** The agreement shall be deemed to have been concluded in Pakyong, Sikkim and all obligations hereunder shall be deemed to be located at Gangtok, Sikkim and Court within Gangtok, Sikkim will have Jurisdiction to the exclusion of other courts.
18. **NRC (O) RIGHTS:** The Director, ICAR-NRC for Orchids, Pakyong reserves the right to reject any tender/all tenders in full or part thereof without assigning any reasons. If any dispute(s) arises between ICAR-NRC for Orchids, Pakyong and the firm with reference to the contract; ICAR-NRC for Orchids, Pakyong will decide it and its decision will be binding on the firms.
19. All disputes are subject to the exclusive jurisdiction of competent Courts and Forums in Gangtok only. If any **clarification** to be sought then same may be sought within 10 days of issue of this tender notice.
20. **BIDS VALIDITY:** Bids shall be valid for 03 months from the date of opening of tender.
21. **FORCE MAJEURE CLAUSE :-** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods. Epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.
22. The Director, ICAR-NRC for Orchids, Pakyong reserves the right to conclude parallel Contracts with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.

23. Each Bidder shall submit only one Quotation.
24. Income tax will be deducted from the total bill of the executing firm/contractor as per govt. Rate.
25. **Only those suppliers registered with Central Government/ State Government for sale of plants need apply.**
26. **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./ labor registration no./experience in executing similar works in the last 3 years along with Technical Bid.**



(Arvind Chauhan)  
Assistant Administrative Officer

IMPORTANT TERMS AND CONDITIONS (A):

1. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the all the stores etc., to be arranged by him abiding all the rules and regulations of the Government and local conditions and other factors having a bearing on the supply of goods.
2. The Director, ICAR-NRCO, Pakyong, Sikkim, does not bind himself to accept the lowest or any other tender and reserves right to reject any or all of the tenders received without assignment of any reason. All Tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
3. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.
4. No Officer of Gazetted rank or other Gazetted officer employed in Department of the Government of India or State Govt is allowed to supply as supplier for a period of two years after his retirement from Government Service, without the previous permission of the GOI in writing.
5. 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.
6. The successful tenderer have to complete the supply as detailed in the schedule to Tender based on the work order. Any kind of permit required for supply shall be arranged by the supplier/ successful bidder at his own cost.
7. 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.
8. 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 changes/ extra supply will be made by NRCO and no such claim will be entertained in any circumstance.
9. 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 an 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.
10. The Bidders (Registered Firms/Supplier) should have filed IT Returns. Copies of the IT returns for the last three financial years should be enclosed along with the Tender (Technical Bid).
11. Inspection:
  - a) 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.
  - b) 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.

12. The ICAR-NRCO, Pakyong reserves the right to place an order for supply of any items/ any quantity mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.
13. 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.
14. Order will be placed as per requirement; irrespective of contract agreement and contract agreement doesn't ensure any minimum value of supply order.
15. Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier. Part supply and partial execution of supply order will not be admissible i.e no payment will be made against partial supply.

**IMPORTANT TERMS AND CONDITIONS (B):**

1. 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.
2. 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.
3. 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, 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.
4. 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.
5. **The orchid plants under supply should be *in vitro* propagated with guaranteed propagation rights from the concern person/industry and semi hardened in optimum environment along with the certificate to this effect.**
6. **It is mandatory for the supplier to submit the list of varieties dully authenticated by the tissue culture laboratory.**
7. **The tenderer has to furnish the following details/ certificates in the technical bid:**
  - A. **Source of the planting materials with its certified pedigree details.**
  - B. **Phytosanitary certificate against designated diseases of orchids.**
  - C. **True to the type dendrobium hybrids, semi hardened and the age of the planting materials should be more than 06 months old from deflasking along with the certificate to this effect.**
  - D. **Caution declaration for the mortality of the plants during supply.**

TECHNICAL BID

Sl.No	Particulars	Attached Yes or No	Page No.
1.	Name of the Firm		
2.	Address and Telephone No. of the Tenderer		
3.	Full Bankers Details with IFSC Code.		
4.	EMD of Rs. 25,000/- DD No. & Scanned copy of draft for EMD		
5.	Scanned copy of the documents <b>Registered for sale of orchids/planting materials with Government of India/ Government of Sikkim/ State Govt. etc</b>		
6.	Copy of TAN/PAN Card.		
7.	GST Number with Registration Certificate		
8.	Attach scanned copy of similar supply order in <b>Government Departments/ organizations (at least three)</b> . The Bidder must have successfully executed / completed at least one single order of 6.5 Lakh or 2 orders each of 3.75 Lakh or 03 orders each of 3 Lakh for similar Planting Materials supply <b>in last three</b> years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful completion of orders in support of Past Experience of Similar Supply along with names, address and contact details of clients shall be uploaded with the technical bid for verification by the Buyer ( <b>Format enclosed Annexure-XI</b> ).		
9.	Income Tax for the last three years ( <u>19-20, 20-21 and 21-22</u> )		
10.	The Firm/Supplier should have at least average annual turnover of Rs. 7.5 Lakhs from supply of similar nature (Planting Materials) in the last three financial years. The minimum average annual financial turnover of the bidder during the last three years, ending on 31 <sup>st</sup> March 2022, should be as indicated above. <b>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.</b>		
11.	Profit and loss account & Balance Sheet which are audited & duly certified by the Chartered Accountant for the last <u>three years</u> .		
12.	Experience Certificate/ Satisfactory Certificate/ Experience of having successfully completed similar supply of during last <u>3 years</u> to any Central / State Govt Organization / PSU / Public Listed Company.		
13.	MSME exemption certificate / Earnest Money Deposit is compulsory.		
14.	Whether the Firm's has been blacklisted by any of the Department/Organizations of the Government of India/Government of Sikkim or any other state Govt. and any criminal case is pending against the said firm as per ( <b>ANNEXURE-X</b> )		

15.	Performance statement as per enclosed Performa (ANNEXURE-XI) The Firm's should have minimum three years experience for supply Supply orders are to be attached.		
16.	Price Bid Undertaking (ANNEXURE-IX)		
17.	Sole properties/ Partner or Partnership Firm (Attach necessary document)		
18.	Tender Acceptance letter (MANDATORY) (ANNEXURE-VII)		
19.	Bank Detail (ANNEXURE-VIII)		
20.	Brochure on the available varieties/hybrids		
21.	<b>Attach Certificate for Orchid plants available with bidders should be <i>in vitro</i> propagated with guaranteed propagation rights from the concern person/industry and semi hardened in optimum environment.</b>		
22.	<b>Attach the list of varieties dully authenticated by the tissue culture laboratory.</b>		
23.	<b>Attach Source of the planting materials with its certified pedigree details.</b>		
24.	<b>Attach Phytosanitary certificate against designated diseases of orchids.</b>		
25.	<b>Attach Certificate for True to the type dendrobium hybrids, semi hardened and the age of the planting materials should be more than 06 months old from deflasking along with the certificate to this effect</b>		
26.	<b>Attach Caution declaration for the mortality of the plants during supply.</b>		

**This is to certify that I/We have carefully read the contents of the tender document and\ fully understood to all the terms and conditions therein and undertake myself/ourselves to a bid by the same.**

Place  
Date

Name of the Firm  
Seal of the Firm

Signature of the Tenderer  
Name of the Signatory

***Note: - The information required at serial no. 1 to 26 must be uploaded with the certified copies of the document, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be uploaded with the tender form.***



ANNEXURE-VIFINANCIAL BID/ BOQ FORMAT

Sl.No	Name of the Plants	Quantity	Rate Per Plant including GST (In figures)	Rate Per Plant including GST (In Words)
1.	Dendrobium Sonia (Red) <b>True to the type dendrobium hybrids, semi hardened and the age of the planting materials should be more than 06 months old from deflasking</b>	5550		
2.	Dendrobium Sonia (White) <b>True to the type dendrobium hybrids, semi hardened and the age of the planting materials should be more than 06 months old from deflasking</b>	5550		

Note:

- 1. The quantity 5550 mentioned above is tentative which may increase or decrease as the per requirement on date of purchase. Total tentative Quantity for both Dendrobium Sonia Red and White is 11100.*
- 2. The prices / rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount / rates shall be considered as valid.*
- 3. Rates quoted should be inclusive of all charges (delivery, insurance, freight etc).*
- 4. No claim/ extra charges will be applicable/ entertained over the above quoted rates in any case/ circumstance.*

Place  
Date

Name of the Firm  
Seal of the Firm

Signature of the Tenderer  
Name of the Signatory

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

To,  
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Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No : 1 to 21 (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. Should I/ We fail to observe and comply with the tender conditions the EMD may be forfeited by you in addition to taking any remedial measures to recover loss caused by such failure of undersigned. I/We agree that in the event of any dispute or difference out of this often, I/We shall abide by the decision of Director, ICAR-NRCO, Pakyong and his decision shall be final and binding on me/us.
8. I/We agree to supply the above goods / supply services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry. We conform that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision. We have furnished all the information, as required in the tender enquiry and attached the relevant documents. We confirm that our offer will remain valid for acceptance for **90 days** after the date of opening of tenders.

Yours faithfully,  
(Signature of the Bidder, with Official Seal)

**ANNEXURE - VIII**

**INDIAN COUNCIL OF AGRICULTURAL RESEARCH**  
**NATIONAL RESEARCH CENTRE FOR ORCHIDS, PAKYONG-737106**

Name of the Firm/Contractor/Entrepreneur\_\_\_\_\_

Registered / Postal Address: \_\_\_\_\_

1.	E-mail Address	
2.	PAN No.	
3.	GST Number /TIN Number, if applicable	
4.	Sales Tax/Service Tax Registration No., if applicable	
5.	Bank details: i) Bank Name ii) Branch Address iii) Account Number	

Name of the Authorized Signatory  
Stamp & Signature

**ANNEXURE-IX**

**PRICE BID UNDERTAKING**

From: (Full Name and Address of the Bidder)

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To,  
Dear Sir,

1. I Submit the Price Bid for \_\_\_\_\_ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document (**including Annexure- I to XI**), and agreed to abide by them for the Contract.
3. I offer to work at the rates as indicated in the price Bid.
4. We agree to supply goods/ provide service. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.
5. We conform that we agree to all other terms and conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.
6. We have furnished all the information, as required in the tender enquiry and attached the relevant documents. (In case a tenderer desires to put some additional/modified stipulations, terms and conditions etc. the same may be clearly indicated).
7. We confirm that our offer will remain valid for acceptance for 90 days after the date of opening of tenders.

**Yours faithfully,  
Signature of the firm with seal**

**ANNEXURE-X**

**NON BACKLISTED CERTIFICATE**

(Letter to the NRCO on the vendor's letterhead)

**To,  
Director  
ICAR-NRC for Orchids,  
Pakyong, Sikkim-737106**

Sub: Your tender for supply of Planting Materials at ICAR-NRC for Orchids, Pakyong, Sikkim.

Dear Sir,

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for supply at ICAR-NRC for Orchids, Pakyong, Sikkim as detailed in your above referred tender. We confirm that we have never been black-listed by any organization. We further confirm that our offer is in conformity with the terms and conditions as mentioned in your tender referred to above and its enclosures. We also understand that the NRCO is not bound to accept the offer in full or in part without assigning any reasons whatsoever. We enclose the requisite Earnest Money Deposit of Rs. 25,000/- in the form of A/c Payee Demand Draft in favour of Director, NRCO, Pakyong, Sikkim payable at Pakyong, Sikkim.

Date:

**Yours faithfully,**

**Authorized Signatories  
(Name and Designation, seal of the firm)**

ANNEXURE - XI

**Performance Statement**

(Shall be submitted by the bidder in their letter head)

<b>Name and Address of the Organization</b>	<b>Order No. &amp; Date</b>	<b>Value of Order</b>	<b>Date of Effect and completion of Contract</b>	<b>Remarks, If any</b>

Signature and Seal of the Bidder  
Business Address: