GLOBAL TENDER/EXPRESSION OF INTEREST

FOR

SUPPLY OF FRUIT PLANTS

TO

HIMACHAL PRADESH DURING 2013-14

DEPARTMENT OF HORTICULTURE, HIMACHAL PRADESH, SHIMLA, INDIA

GOVERNMENT OF HIMACHAL PRADESH
DEPARTMENT OF HORTICULTURE
GLOBAL TENDER NOTICE

Telephone No: - 91-0177-2842390 E-mail:- horticul-hp@nic.in
Fax No : - 91-0177-2842389 Website:- www.hpagrisnet.gov.in/horticulture
The global tenders, on behalf of the Governor of Himachal Pradesh State, India are hereby invited from the reputed nurserymen around the world for the supply of following kinds of fruit plants of various cultivars on different rootstocks and bud-wood, during the year 2013-14 as per detail in bid document.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Kind of Grafted Plants/Runners</th>
<th>Rootstocks preferred</th>
<th>Name of variety</th>
<th>Nos. Of Grafted Plants (Approx.)</th>
<th>No. of Scion/ Bud wood (Approx.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Pear</td>
<td>Pyro dwarf, OHxF-87 &amp; OHxF-97.</td>
<td>Concord, Cannal Red, Packham’s Triumph, &amp; Carmen.</td>
<td>4000</td>
<td>5000</td>
</tr>
<tr>
<td>3</td>
<td>Cherry</td>
<td>Mazzard, Gisela-12,</td>
<td>Sunset Bing, Chelan, Titan, &amp; Regina</td>
<td>4000</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Walnut</td>
<td>-</td>
<td>Chandler, Howard, Cisco</td>
<td>1500</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Strawberry Runners</td>
<td>-</td>
<td>Sweet Charlie, Ozarkbeauty, Camarosa, Ofra.</td>
<td>50000</td>
<td>-</td>
</tr>
</tbody>
</table>

**Terms & Conditions: -**

1. The bids are to be submitted in Two Bid Pattern i.e. Techno-commercial Bid and Price Bid in two separate sealed covers distinctly marked accordingly and sealed inside a single envelope which should be duly super scribed with tender notice, reference number, due
date and due time and addressed to the Director of Horticulture, Himachal Pradesh, Shimla 171002, INDIA.

2. Tender will be accepted only on the prescribed form which can be obtained from the office of Director of Horticulture, Himachal Pradesh-Shimla 171002, India by paying non refundable amount of ₹500 +₹.100 postage expenses through Demand Draft drawn in favour of Director of Horticulture, Himachal Pradesh, Shimla 171002, INDIA. Department of Horticulture will dispatch the bid documents by registered post /Air-mail, but under no circumstances, it will be held responsible for late delivery or loss of documents so mailed.

3. Tender documents can also be downloaded from the Departmental website www.hpgrisnet.gov.in/horticulture and said firm has to pay tender cost amounting ₹ 500/= in shape of Demand Draft drawn in favour of Director of Horticulture, Himachal Pradesh, Shimla 171002, INDIA along with technical bids, failing which tender will be rejected straight way

4. Only original producer or their authorized agents (Indian counterparts) can submit the tender and they will have to submit the documentary proof in this regard.

5. The bidder shall submit bid security worth ₹ Five lakh in the shape of Demand draft of any nationalized commercial banks of INDIA drawn / fixed deposit pledged in favour of Director of Horticulture, Himachal Pradesh, Shimla -171002, INDIA along with price bids otherwise tender will be out rightly rejected.

6. If bidder withdraws or derogates from the tender in any respect within the period of validity of this tender then the bid security will be forfeited.

7. The rates of plants are to be quoted (in Indian Rupees) FOR destination at Flower Nursery Parwanoo, Distt. Solan Himachal Pradesh, INDIA and should be inclusive of all charges including Phytosanitary certification, insurance, transportation and custom & other duties applicable etc.

8. The purchaser and/ or its nominee(s) shall have the right to inspect the fruit plants for conformity to the contract specifications at the time of delivery and the nurseryman will intimate the time for the said inspection to the purchaser well in time.

9. The successful bidder shall have to submit the performance security @ of 10 % of the value of the contract in shape of bank draft drawn/ fixed deposit pledged in favour of Director of Horticulture, Himachal Pradesh, Shimla-171002, INDIA within the 21days of award of tender failing of which supply order will stand cancelled.

10. The Director of Horticulture on behalf of Governor of Himachal Pradesh does not bind himself to accept the lowest or any other tender and reserve to himself the right to waive off any formalities thereof or reject any or all the tenders received without assigning any reason thereof.
11. All other details, specifications and instructions to the bidders and general conditions of contract are contained in the bid documents.

Only reputed nurseries with experience of exporting fruit plants for propagation purpose should express their interest. Nurseries capable of providing post sale support would be preferred. The tender should include the following details/documents.

1. Name and address of the nursery,

2. Catalogue of different fruit plants grown in the nursery.

3. The varieties exported during the last 05 years and copies of customer’s satisfaction reports.

4. Registration with Certification Agency of the country where the nursery is located.

5. Financial performance documents for the last two years, (Audited balance sheets and profit & loss statements etc.)

6. Average annual turnover for the last two years.

7. The nursery should be in a position to guarantee that the plants are true to type and disease free.

8. The nursery should be willing to indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the plant material in India.

9. The nursery should have maintained the record of progeny trees i.e. the source of the scion wood.

All these documents may either be sent electronically or by post. Mere expression of interest would not confer any right of claim for the award of the supply order. The Department of Horticulture, Government of Himachal Pradesh reserves the rights to restrict the issue of bid documents to such nurseries that express interest in this offer are shortlisted.

(Gurdev Singh)
Director of Horticulture,
Himachal Pradesh,
Shimla, India. Pin Code -171002
Telephone No: +91-1772842360
Department of Horticulture
Himachal Pradesh, Shimla 171002

Contents of Bidding Documents

a) Check List ------------------------------------ Annexure-I
b) Questionnaire--------------------------------- Annexure-II
c) Bid Form & Price Schedule------------------- Annexure-III
d) Supplier Authorization Form------------------ Annexure-IV
e) Schedule of Requirement-Part -I------------ Annexure-V
f) Schedule of Requirement-Part –II--------- Annexure-VI
g) Schedule of Requirement-Part –III--- Annexure-VII
h) Technical Specifications & Quality Control Annexure-VIII
i) Instructions to Bidder ---------------------- Annexure-IX
j) General Conditions of Contract------------ Annexure-X

Need not be sent back
With tender document
To be sent back duly signed and stamped with tender

Annexure-I

DEPARTMENT OF HORTICULTURE,
HIMACHAL PRADESH, SHIMLA-2, INDIA

CHECK LIST

Name of the Firm/bidder

Item No. & Name of the material Tendered for

Whether original certificate of the Principal enclosed?
Total No of pages of the tender (Including catalogue etc.)

Amount of EMD, Bank Draft No. and date enclosed with the tender:

Whether the cost of tender has been Enclosed in the shape of bank draft (If down loaded from website of Department of Horticulture)

Whether list of “users” enclosed?

Whether Technical Specifications, Printed Literature/leaflets etc. Enclosed.

SIGNATURE______________________________

Stamp of the party___________________________
DEPARTMENT OF HORTICULTURE,
HIMACHAL PRADESH, SHIMLA-171002
INDIA

QUESTIONNAIR

BIDDERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. IN CASE A QUESTION DOES NOT APPLY TO A BIDDER, THE SAME SHOULD BE ANSWERED WITH THE REMARKS “NOT APPLICABLE”. BIDDER MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE BID WILL BE LIABLE TO BE IGNORED.

1. Bid No.___________________ Date for bid opening : 21st December, 2013

2. Offer is open for acceptance upto 31st March, 2015

3. Name of Nursery

4. Name & address of Nursery Man

5. Location of Nursery


7. Confirm whether you have attached your latest/current ITCC or certified photocopy thereof.

8. Status:
a Are you registered with certification Agency of your country of origin

b. If so, the validity of registration & name of Agency

Please attach certified copy copies) of the relevant registration certificate(s) in confirmation to your above answer (s).

9. Please indicate:

Name & Full address of your Banker(s)

10 Whether you are:

a) Producer & supplier of plants

b) Authorized agent for these plants

11 State whether business dealings with you have been currently banned by any Ministry/Department of Central Govt. or any State Govt.

Signature of Bidder

Signature of witness

Name & Address of Witness.

Full name, designation & Address of the persons signing above for and on behalf of M/S.________________________

________________________

(Name and address of the bidding firm)
To,

Director of Horticulture,
Himachal Pradesh, Shimla 171002, INDIA

Ref : Your bidding documents No…………..Dated…………

Sir,

Having examined the above mentioned Bidding Documents the receipt of which is duly acknowledged, We the undersigned offer to supply and deliver……………………………………(Bidders particulars on enclosure-B along with Description of fruit plants & bud wood to be submitted on enclosure-C) in conformity with the said bidding documents for the sum as shown in the price schedule attached herewith and made part of this bid.

If our bid is accepted, we undertake to deliver the fruit plants & Bud wood and complete the services in accordance with the delivery schedule specified in the schedule of requirements after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions specified in GCC clause-7 and in a form acceptable to you in terms of GCC clause -7.5 for a sum equivalent to 10 % (ten percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the bid validity period specified in the ITB clause 16 (read with modification, if any in the Bid data sheet) or the subsequently extended period if any, agreed to by us and it shall remain binding on us and may be accepted at any time before the expiration of the period.

Until the formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any of the bids you may receive.

Dated the---------------------day of -------------- ----2013

Signature
(In the capacity of) Only authorized person to sign bid for and on behalf of bidder

Encl. Price-schedule
Price Schedule (Price Bids)

Description:-

Country of origin:-

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Kind of fruit plants/Scion/bud wood</th>
<th>Variety</th>
<th>Kind of rootstock used</th>
<th>Dia or thickness of plants</th>
<th>Tendered Rate per plant</th>
<th>Number/quantity</th>
<th>Total cost ₹</th>
</tr>
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Total bid price in Indian Rupees: (in figure)----------------------------------

(in words)---------------------------------------------------------------------

Signature of bidder

Name……………………

Place---------------------

Business address---------

Date……………………

Note:- In case of discrepancy between unit price and total price, the unit price shall prevail.
PRODUCER'S AUTHORIZATION FORM

To,

The Director of Horticulture,

Department of Horticulture,

Himachal Pradesh, Shimla, 171002, INDIA

Dear Sir,

Reference our Bidding Documents No.........................................................
We............................... are an established and reputed nurserymen of .................. having
nursery at..............................and office at ............. We do hereby authorize
M/s............................................................ to represent us, to submit a tender,
negotiate (as if necessary) and conclude the contract with you against your above mentioned
Bidding documents for the above mentioned fruit plants & bud wood produced by us.
No company/firm or individual other than M/s.......................... are authorized to
represent us in regard to this business against this specific tender.

Yours faithfully,
Name.........................
For & on behalf of M/s
...........................................
(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the nursery concerned and should be
signed by a person competent and having the power of attorney to bind the manufacturers.
Annexure-V

Department of Horticulture
Government of Himachal Pradesh
Shimla-171002
INDIA

SCHEDULE OF REQUIREMENT- Part-I

Amount of bid security:- ₹ Five lakhs (₹5,00,000/-)

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Note: - The kind and quantity of nursery plants/Scion wood may vary with availability of stock with the nurseryman.

Delivery schedule:-

a) Supply to be delivered during dormancy season during 2013-14

b) Place of delivery: At Departmental Flower Nursery, Parwanoo. Distt. Solan Himachal Pradesh, INDIA.
The following specific data and conditions for the goods to be purchased shall complement, supplement or modify the corresponding provisions in the instructions to bidders (ITB). In case of any conflict, the stipulations incorporated here will prevail over the stipulations contained in the ITB.

A) Name of Purchaser: Director of Horticulture, Himachal Pradesh, Shimla, 171002, INDIA

B) Purchasers E-mail address: mail:-horticul-hp@nic.in

Telephone No :- 91-0177-2842390, Fax No :- 91-0177-2842389
Website:- www.hpagrisnet.gov.in/horticulture

C) Eligibility criteria:

Only reputed nurserymen who deal with nursery production work should give their detailed proposal along with catalogue of different fruit plants grown in their nurseries. Experience on quality production and supply of nursery plants, clients proof of satisfactory performance of fruit plants should be furnished along with technical bids documents.

D) Preparation of bids:

a) There will be two bid system for the item. The technical bid should consist of all technical details along with commercial terms & conditions; and financial bid should indicate item-wise price for the items mentioned in the technical bid. The bids should be sealed by the bidder in separate covers duly super scribed. The technical bids are to be opened at 1st instance for evaluation and at the 2nd stage, financial bids of only the technically acceptable offers will be opened for evaluation and ranking for awarding the contract.

b) The technical bids & financial bids will be opened on 21st December, 2013 Time: 1100 Hours (IST).
c) The bidder/tenderer shall have to quote the rates on prescribed format of schedule of rates; otherwise the tender can be cancelled or treated as non-responsive.
d) The price quoted shall be FOR CIF at Flower Nursery Parwanoo, Solan, Himachal Pradesh.
e) The prices shall be inclusive of (phyto-sanitary certification, insurance, transportation custom and other duties applicable etc.)
f) EMD of party whose tender is accepted for procurement of goods will be refunded only after the receipt of material in good conditions. However, EMD of the parties whose rates will not be accepted would be refunded in due course of time. No interest is payable on EMD or performance security.
g) The tender offered shall remain valid up to 31st March, 2015 Time: 1700 Hours. An offer valid for shorter period shall be rejected as non-responsive.
h) Cutting/overwriting should be avoided; otherwise these should be properly initialled with stamp of the bidder.

E). Submission of bids.

1. Tender shall be sealed in an envelope. The envelope shall be addressed to the Director of Horticulture, Himachal Pradesh, and it should also bear the tender inquiry No. and the word “DO NOT OPEN BEFORE” 21st December, 2013 Time: 1100 hrs (IST). This envelop should then be put inside another envelop, which will also be duly sealed. The outer envelope will bear the full address of the purchaser. The supplier must ensure that its tender (i.e. quotation), duly sealed as above, reaches the purchaser at due date and time. The supplier may, at its choice, send the tender by registered post, speed post or hand deliver the tender to the purchaser in which case the purchaser shall give the supplier a receipt, indicating the time & date of receipt of the tender.
2. The tender must reach this office by 20th December, 2013 Time: 1700 hours IST, otherwise it will not be considered at any cost.
3. The tender/bid should be submitted along with the enclosed annexure I, II, III and its enclosures and IV duly signed failing which the same are liable to be summarily rejected as non-responsive.

F). Bid opening and bid evaluation

1. The tender shall be opened on the dates as stipulated above in the presence of intending tenderers or their authorized representatives.

(The representative of bidder, who intends to attend the bid opening, shall bring with him/her a letter of authority from the bidder on the bidder’s letter head duly authorizing him/her to attend the bid opening. In the absence of such a letter of authority the representative(s) will not be allowed to enter and attend the bid opening. The bidders' representatives, who attend the bid opening, shall sign attendance sheet that will be provided by the purchaser, evidencing their attendance.)

2. In the event of the above specified date being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
G). Award of Contract

1. At the time of awarding the contract, the Department of Horticulture, Himachal Pradesh, INDIA reserves the right to increase or decrease the quantity of planting material without any change in the unit price or other terms & conditions.

2. Notwithstanding the above, the Director of Horticulture, Himachal Pradesh, reserves the right to accept or reject any tender/bid or annul the tendering process and reject all tender/quotations, at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderers.
SCHEDULE OF REQUIREMENTS-PART- III

The following special conditions shall supplement the general conditions of contract provided under section III. In case of any contradiction or conflict, the conditions provided herein shall supersede the corresponding conditions in the GCC.

1. **Pre-dispatch Inspection**
   The pre-dispatch inspection of fruit plants, wherever feasible, will be carried out by the authorized representative of the purchaser, and the nurseryman will intimate the time of the said inspection to the purchaser well in time.

2. **Guarantee**

   2.1 The supplier shall provide comprehensive guarantee for a period of one year from the date of final acceptance of the full supply of plant material in good condition & as per the technical specifications (to be submitted on enclosure-E). It is emphasized here that there should not be any incidence of virus infection during PEQ (post entry quarantine) observation in India.

3. **Payment**

   3.1 Payment of the bill shall be made within 4-6 weeks after the receipt of material as per specifications and in good condition by an irrevocable Letter of Credit established in favour of supplier through a nationalized bank at Shimla, Himachal Pradesh, INDIA.

   3.2 In case of letter of Credit, all bank charges outside India will have to be borne by the supplier/Principals.

4. **General**

   4.1 The documentary evidence of conformity of the planting material and services to the bidding documents may be in the form of literature and data etc. and shall consist of:

      a) Detail description of varietals character and production performance of mother trees.

      b) Rootstock & Bud wood material used for propagation is free from all known viruses of fruit plants.

      c) List of Major Users of the supplier of nursery plants for the last three years.
To be enclosed with Techno-Commercial Bid

**BIDDER PARTICULARS**

Bidder Serial Number Allotted on Tender Document: ____________

1. Name of the Bidder: 
2. Address of the Bidder: 
3. Name of the Nurseryman: 
2. Address of the Nurseryman: 
2. Name and address of the person: 
(To whom all references shall be made regarding this tender inquiry).
Telephone: 
Telex: 
Fax: 
e-mail address: 
Witness: 

<table>
<thead>
<tr>
<th>1.</th>
<th>2.</th>
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<tbody>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Address Designation</td>
<td>Address Designation</td>
</tr>
</tbody>
</table>

Date

Company Seal
To be enclosed with Techno-Commercial Bid

Enclosures-C

BID FORM

Dated:

To, ........................................

.................................

Sir,

Having examined the Bidding Documents of Tender No.___________________________
undersigned offer to supply, the following kind, varieties/rootstock and numbers of fruit
plants and bud wood as per detail given below

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Kind of Plants</th>
<th>Cultivar</th>
<th>Rootstock</th>
<th>No.</th>
<th>Bud-wood</th>
<th>No.</th>
</tr>
</thead>
</table>

We undertake, if our bid is accepted, to complete the delivery of all the items specified in the
contract within 4-8 weeks calculated from the date of receipt of your Notification of Award
and to complete the delivery up to 15th of March 2014.

Signature and Seal

.................................

(In the capacity of)

Only Authorized to sign bid
for and on behalf of............

To be enclosed with Techno-Commercial Bid

Enclosure - D

DETAIL OF PROGENY TREES

A. General Information:

(i) Location of Headquarter:

(ii) Date and Country of Registration:

(iii) Detail of the Farm (S)

Location:-

Area (Ha)
(VI) Detail of progeny tree & its average yearly production for last three years:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Kind of Progeny tree</th>
<th>Variety</th>
<th>Age of the tree</th>
<th>Average yield of the tree during last three years</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

(V) Detail of technical Manpower

B. Reference of Major supply made/exported with similar cultivars (attach documents in support, if available)

__________________________________________________________ S. No.

Customer Name, Address Plants detail
Telephone Fax Number

__________________________________________________________

Any Other supporting Information

Date........ Signature and seal of bidder
To be enclosed with Techno-Commercial Bid

Enclosures-E

PROFORMA OF GUARANTEE/ FOR SUPPLY OF DISEASE FREE FRUIT PLANTS
AND ITS PERFORMANCE DURING GUARANTEE PERIOD

To

Dear Sir,

In consideration of the (hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s…………………………. with its Registered/Head office at …………………………………… (Hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award No……………………… dated………. entering into a formal contract to that effect with the Purchaser on ……………………… vide agreement dated………………….. (Hereinafter referred to as the contract).

We the supplier hereby give a guarantee for the period of one year for the supply of disease free quality nursery plants/Scion wood supplied by us Dated………………………… day of………………..20………………

Witness:

(Name of manufacturers)

Signature and Seal

(Signature)

Name :

For & on behalf of M/S
TECHNICAL SPECIFICATIONS AND QUALITY CONTROL REQUIREMENT

1. The consignment should be accompanied with ‘Phyto-sanitary Certificate’ and ‘certificate of Origin’ issued by the concerned authority.

2. The thickness of the plants to be supplied should be between 5/8 to 3/4 inch and thickness of scion wood should be at least 0.5 to 0.8cm.

3. Before packing the plants, the same should be thoroughly washed with water so that they are soil free.

4. The varietal Character of the fruit plants/scion wood to be supplied should conform to the established variety as mentioned in the catalogue.

5. The nurseryman should have maintained the record of progeny trees i.e. the source of scion wood (To be submitted on enclosure-D).

6. The bud wood should have been taken from the regularly good performing productive mother trees.

7. The rootstock and scion wood should be free from all known viruses.

8. The scion wood should be taken from known pedigree trees of established variety.

9. The nursery plants to be supplied should have good rooting system conforming to the rootstock used.

10. The plants/scion wood should not have any sign of cracks/wound of any winter injury.
INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1 Source of funds
1.1 The expenditure to be incurred for this intended purchases will be met from the funds available with the purchaser named in the schedule of requirements hereinafter referred to as “the purchaser”

2 Eligible bidders.
2.1 This invitation for bids is open to all suppliers, who fulfil the eligibility criteria as well as the qualification criteria incorporated in this document.

3 Cost of bidding
3.1 The bidder shall bear all costs associated with the preparation and Submission of its bid including literature etc. if any. The purchaser will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4 Content of bidding documents.
4.1 The Plants material required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
A) Instruction to Bidders (ITB)
B) General conditions of contract (GCC)
C) Schedule of requirements.
D) Technical specification and Quality control requirements.
E) Questionnaires
F) Bid form and Price Schedules
G) Bank guarantee form for bid security
H) Producer’s Authorization Form
I) Bank Guarantee Form for performance security
J) Contract Form

4.2 In case of any contradiction between the stipulations made in ITB & GCC and Schedule of Requirements, the stipulations incorporated in the Schedule of Requirements will prevail over the corresponding stipulations contained in the ITB and /or GCC.

4.3 The bidder is expected to examine all instructions forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in rejection of its bid.

5 Clarification of bidding documents
5.1 A prospective bidder requiring any clarification in connection with the bidding documents may notify the purchaser in writing or by telex /cable at the purchaser’s mailing address indicated in the schedule of requirements. The purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 14 (fourteen) days prior to the deadline for submission of bids prescribed by the purchaser. The purchaser, at its discretion, may send the relevant text of this correspondence (without identifying the source of inquiry) to all the prospective bidders, which have received the bidding documents by amendment.

6 Amendment of bidding documents
6.1 At time prior to the deadline for submission of bids the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

6.2 The amendment will be notified in writing or by telex or cable to all prospective bidders, which have received the bidding documents and will be binding on them.

6.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids and other allied time frame having linkage with that deadline.
C. PREPARATION OF BID

7 Language of Bid.
7.1 The bid submitted by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language. Supporting documents and printed literature furnished by the bidder may be written in other languages, provided they are accompanied by an English translation of their relevant passages in which case, for the purpose of interpretation of the bid, the English translation shall govern.

8 Document constituting the bid

8.1 The bid submitted by the bidder shall comprise of the following documents:
   a) A bid form and a price schedule in accordance with ITB clauses 9.10 and 11.
   b) Documentary evidence established in accordance with ITB clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
   c) Documentary evidence established in accordance with ITB clause 14 that the plant material and ancillary services to be supplied by the bidder conform to the bidding documents.
   d) Bid security furnished in accordance with ITB clause 15.
   e) The questionnaires (attached as Annexure-II with the bidding documents) duly filled in.

   NOTE: A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be declared unresponsive and summarily rejected.

9 BID form:
9.1 The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents Annexure III and its enclosures, including inter alia for the goods to be supplied a brief description of the goods, their country of origin, quantity and prices.

10 BID Prices:
10.1 The Bidder shall indicate on the price schedule the unit price and total bid prices of the goods it proposed to supply under the contract.

   a) The price of goods shall be quoted ‘FOR’ Flower Nursery Parwanoo, Solan Himachal Pradesh.

   b) The price of incidental services as and if listed in schedule of requirements.

   c) Any element of cost, taxes, duties, levies etc. not specifically indicated in the bid shall not be paid by the purchaser.

10.2 The terms FOB, CIF, CIP etc. shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International chamber of commerce Paris.
10.3 Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements. If the requirement is for a fixed price bid, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB clause 23.

11 BID Currencies

11.1 The Price of the plant material shall be quoted in Indian rupees. Bids where the prices are quoted in any other way shall be treated as non-responsive and rejected.

12 Indian agent

12.1 If a foreign bidder had engaged an agent in India in connection with its bid, it will be required to give the following information in the bid:
   i) the name and address of the Indian agent with their permanent income tax number
   ii) the details of the services the agent will render
   iii) the amount of remuneration for the agent, included in the FOB component of the bid price.

13 Documents establishing bidder’s eligibility and qualifications

13.1 Pursuant to ITB clause 8, the bidder shall furnish, as part of its bid documents establishing the bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the bidder’s qualification to perform the Contract if its bid is accepted, shall establish to the purchaser’s satisfaction:

   a) That the bidder has financial, technical and production capability necessary to perform the contract and, also it meets the criteria indicated in the Schedule of Requirements.

   b) If an agent in its bid submits quotations on behalf of more than one producer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such quotation and authorization from the respective Producer (as per authorization form in Annexure-X). Otherwise all such quotation will be rejected as non-responsive.
14 Documents establishing plant materials eligibility and conformity to bidding document.

14.1 Pursuant to clause 8 the bidder shall furnish, as part of its bid documents establishing the eligibility and conformity to the bidding documents of all the plant material and services which the bidder proposes to supply under contract.

14.2 The documentary evidence for eligibility of the plant material and services shall consist of a statement in the price schedule, about the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the plant material and services to the bidding documents may be in the form of literature. Data etc. and shall consists of:
   a) Detailed description of the plant material, essential technical and performance characteristics.
   b) A list giving full particulars, including available sources and current prices.

14.4 ‘Technical specifications’
   a) The consignment should be accompanied with ‘Phytosanitary Certificate’ and ‘Certificate of Origin’ issued by the concerned authority.
   b) The thickness of the plants to be supplied should be between 5/8 to 3/4 inch.
   c) Before packing the plants, the same should be thoroughly washed with water so that they are soil free.
   d) The varietals Character of the fruit plants to be supplied should conform to the established variety as mentioned in the catalogue.
   e) The nurseryman should have maintained the record of progeny trees i.e the source of scion wood.
   f) The bud wood should have been taken from the regularly good performing productive mother trees.
   g) The rootstock and scion wood should be free from all known viruses.
   h) The scion wood should be taken from full bearing trees of established variety.
   i) The nursery plants to be supplied should have good rooting system conforming to the rootstock used.
   j) The plants should not have any sign of cracks/wound of any winter injury or infection of cankers.

15 Bid security
15.1 Pursuant to clause 6 the bidder shall furnish as part of its bid, a bid security of an amount specified in the Schedule of Requirements.
15.2 The bid security is required to protect the purchaser against risk of bidder’s conduct, which would warranty the security’s forfeiture, pursuant to ITB clause 15.7.

15.3 The bid security shall be denominated in Indian Rupees and shall be in one of the following forms:
   a) Demand draft on a scheduled commercial bank in India, drawn in favour of the designated officer of the purchase organization and payable at a place as indicated by the purchaser in the Schedule of Requirements.

15.4 Any bid from a bidder, not secured in accordance with ITB clauses 15.1 and 15.3 will be summarily rejected by the purchaser, as non responsive to ITB clause 24.

15.5 Unsuccessful bidders bid security will be discharged/ returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB clause 16 but, barring any unforeseen circumstances, not later than 45 days of the award of contract.

15.6 The successful bidder’s bid security will be discharged/ returned upon the bidder, signing and accepting the contract pursuant to ITB clause 33 and furnishing the performance security, pursuant to ITB clause-34

15.7 The bid security may be forfeited:
   a) If a bidder:
      i) withdraws its bid or impairs or derogate from the bid in any respect during the period of bid validity specified by the bidder on the bid form; or
      ii) does not accept the correction of errors pursuant to ITB clause 24.2
      iii) in the case of successful bidder, if the bidder fails:
          to accept and sign the contract in accordance with ITB clause 33
          to furnish performance security in accordance with ITB clause 34

16 Period of validity of bids

16.1 Bids shall remain valid for acceptance up to 31st March 2015 A bid called for a shorter period shall be rejected by the purchaser as non-responsive.

16.2 In exceptional circumstance, the purchaser may solicit the bidder’s consent to an extension of the period of bid validity up to a specified period. The request and the response there to shall be made in writing (or by facsimile or cable of telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under ITB clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required or permitted to modify its bid.

16.3 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

17 Format and signing of bid.

17.1 The bidder shall prepare two copies of the bid, clearly making them “Original Bid” and “Duplicate copy of Bid” respectively. In the event of any discrepancy between them, the original shall govern.
17.2 The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures or over writing in the bid shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The front page of the bidding documents, containing the signature with date of the official (of the purchase organization) selling/dispatching the documents and the seal of the office must be returned in original by the bidder along with the original copy of the bid, failing which the bid is liable to be ignored.

D. SUBMISSION OF BIDS

18. Sealing and Marking of bids:

18.1 The bidder shall seal the original and the duplicate copies of the bid in separate envelops, duly marking the envelops as “Original” and “Duplicate” respectively. These envelops shall then be sealed in an outer envelope (In case more than two copies are required as per specific stipulation in the schedule of requirements, the copies of bids shall be marked accordingly, like “Original” “Duplicate” “Triplicate” and so on each copy of the bid shall be sealed in separate envelop and these envelops shall then be sealed in an outer envelope).

18.2 The inner and outer envelops shall be

(a) Addressed to the purchaser at the address given in the schedule of requirements.

(b) Bear the invitation for bids (IFB) number and the words “DO NOT OPEN BEFORE” (The time and date of bid opening, as specified in the Bid date sheet shall be indicated here).

18.3 Each inner envelop shall indicate the name and the address of the bidder to enable the bid to be returned un-opened in case it is declared “Late” or if the invitation of bids (IFB) if cancelled.

18.4 If the outer envelope is not sealed and marked as required by ITB clause 18.2, the purchaser will not assume any responsibility for the bids misplacement or pre-mature opening.

18.5 Bids sent by telegram, telex, cable or facsimile are not acceptable and will be rejected.

19. Dead line for submission of bids.

19.1 Bids must be received by the purchaser at the address specified under ITB Clause 18.2 not later than the time and date specified in the schedule of requirements and the purchaser will provide a receipt (Inter-alia containing time and date of receipt) for the same. If that specified date happens to be closed holiday for the purchaser, the bids will be received up
to the appointed time on the next working day. If the Schedule of Requirements provides for receipt of bids through “Tender Box”, the bids shall be submitted accordingly as per the instructions given in the Schedule of Requirements.

19.2 The purchaser may at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause-6, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline as extended.

20 Late Bids

20.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to ITB clause-16 will be rejected and/or returned on opening to the bidder.

21. Modification and With-drawls of bids

21.1 The bidder may modify or withdraw its bid after submitting the same provided that written notice of modification or with-drawl is received by the purchaser prior to the deadline prescribed for submission of bids.

21.2 The bidders modification or with-drawl notice shall be prepared sealed, marked and dispatched in accordance with the provision ITB clause 18. A with-drawl notice may also be sent by telex or Facsimile, but the same must be followed by a signed copy, post marked not later than the deadline for submission of bids.

21.3 No bid may be modified subsequent to the deadline for submission of bids.

21.4 No bid may be with-drawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the bidder in the bid form. With-drawl of bid during this interval may result in forfeiture of the bidder’s bid security pursuant to ITB clause-15.7.

E. BID OPENING AND BID EVALUATION

22 Opening of bids by purchaser:

22.1 The purchaser will open the bids in the presence of bidders’ representatives, who choose to attend, at the time, date and the place specified in the schedule or requirement. If the specified date of bid opening is declared a holiday for the purchaser, the bids shall be opened at the appointed and location on the next working day.

22.2 The representative of bidder, who intends to attend the bid opening, shall bring with him/her a letter of authority from the bidder on the bidder’s letter head duly authorizing him/her to attend the bid opening, in the absence of such a letter of authority, the representative(s) will not be allowed to enter and attend the bid opening. The bidder’s representative who attends the bid opening, shall sign a register (which will be provided by the purchaser) evidencing their attendance.
22.3 The bidder’s name, technical specifications of the goods offered, bid prices, discounts, the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

22.4 The purchaser will prepare appropriate minutes of the bid opening for its official record.

23. Clarification of bids.

23.1 During scrutiny evaluation of bids, the purchaser may, at its discretion, ask a bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered permitted.

24. Preliminary examination of bids unresponsive substantially responsive & responsive bids

24.1 The purchaser will examine the bids to determine whether they are complete, whether the required bid validity is available, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed and whether the bids are generally in order while examining the bids the purchaser will also keep in view the requirements as per ITB clause 8.

24.2 Arithmetical errors if any in a bid 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 accordingly, if there is a discrepancy between the words and figures, the amount in words shall prevail, if the supplier does not accept the correction of such errors, its bid will be rejected.

24.3 Prior to the detail evaluation pursuant to ITB clause 26, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which confirms to all the requirements and terms and conditions of the bidding documents including the specification and technical parameters of the plant material as projected in the bidding documents without plant material deviations from or objections or reservation to the bidding documents critical provisions such as those concerning bid validity, technical specification, performance security, guarantee obligations, Force majeure, taxes and duties applicable law( governing the contract) will be deemed to be plant material deviations. Bids from an agent without proper authorization from the plant material producer as per ITB clause 13.2 (a) shall be treated as non responsive. The purchaser’s determination of bids responsiveness’ is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.4 The purchaser may waive any minor infirmity, non-conformity or irregularity in a bid which does not constitute plant material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.
24.5 The conclusion drawn by the purchaser as to the substantial responsiveness or otherwise of a bid or consideration of a minor infirmity or non-conformity or irregularity in a bid is final.

24.6 If a bid is determined as not substantially responsive it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

25. Evaluation and comparison of bids

25.1 The purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB clause 24 for each schedule separately. The bid for a schedule will not be considered if the complete requirements covered in the schedule are not included in the bid. However, as stated in ITB clause 10, bidders are allowed the option to bid for any one or more schedule and to offer discounts combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the purchaser in deciding award(s) for each schedule.

25.2 The comparison shall be on CIP destination basis duly delivered at the destination.

25.3 The purchaser’s evaluation of a bid will include and take into account in addition to bid price and price of the incidental services.

25.4 Delivery schedule: The supply is to be made during the dormancy season of 2013-14 & if the same is not possible then it is to be effected during 2014-15 dormancy season.

26. Bidders capability to perform the contract

26.1 The purchaser will determine to its satisfaction whether the bidder which is selected as having submitted the lowest evaluated responsive bid is qualified and prima facie capable to perform the contract satisfactorily.

26.2 The determination will take into account the bidders financial, technical and production capability for fulfilling all the requirements of the purchaser as specified in the bidding documents. This exercise will be based upon the examination of the documentary evidence of the bidders qualification submitted by the bidder, pursuant to ITB clause 2 and 13 as well as such other allied information as the purchaser deems necessary and appropriate.

26.3 An affirmative determination will be pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder’s capabilities to perform satisfactorily.
27. **Purchasers right to vary quantities at the time of award**

27.1 The purchaser reserves the right at the time of awarding the contract to increase or decrease the quantities of the material and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

28. **Contacting the purchaser**

28.1 From the time of the bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.

28.2 Any effort by a bidder to influence the purchaser in the purchaser’s decision on bid evaluation, bid comparison or contract award shall result in the rejection of the bidder’s bid besides other suitable administrative actions against the bidder, as deemed fit by the purchaser.

**F. AWARD OF CONTRACT**

29. **Award criteria**

29.1 Subject to ITB clause 28, the purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified and prima facie capable to perform the contract satisfactorily.

30. **Purchasers right to accept any bid and to reject any or all bids.**

30.1 The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability, whatsoever to the affected bidder or bidders.

31. **Notification of award.**

31.1 Before the expiry of the period of bid validity the purchaser will notify the successful bidder in writing by registered letter or by cable/fax/telegram/telex to be confirmed in writing by registered letter, that its bid has been accepted. The schedule(s) of requirement and the corresponding quantity of the item(s) ordered, which have been accepted will, inerter-alia be mentioned in the notification.

31.2 The notification of award will constitute the formation of the contract.

31.3 Upon the successful bidders furnishing the performance security, pursuant to ITB clause 34, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security pursuant to ITB clause 15.
32  **Signing of Contract**

32.1  At the same time as purchaser notifies the successful bidder that his bid has been accepted the purchaser will send to the bidder by registered post or speed post, the contract form provided in the bidding documents, incorporating all agreements between the parties.

32.2  The successful bidder shall sign and execute the contract and return it to the purchaser by registered post or speed post.

33  **Performance Securities**

33.1  The successful bidder shall furnish the performance security in accordance with and as per the instructions incorporated in the general conditions of contract with regard to performance security.

33.2  Failure of the successful bidder to comply with the requirement of clause 33 or 34 shall constitute sufficient ground for annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

34  **Arbitration:**

If, at any time, any question, dispute or difference whatever shall arise between the two parties (Additional Chief Secretary (Hort.) to the Govt. of Himachal Pradesh, Shimla-171002 on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the Additional Chief Secretary (Hort.) to the Govt. of Himachal Pradesh, Shimla-171002, and the other to be nominated by the firm. Such a notice of the existence of any question, dispute or difference in connection with this purchase shall be served by either party within 30 days of the beginning of such dispute failing which all rights and claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an Umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrator shall be O/O Additional Chief Secretary (Hort.) to the Govt. of Himachal Pradesh, Shimla-171002. The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modification thereof shall be deemed to apply and be incorporated for the supply, installation and commissioning etc.

Upon every or any such reference, the cost of any incidents to the reference and award(s) respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

35.  **Pre-dispatch Inspection**

The Purchaser shall have the right to inspect the fruit plants/scion wood for conformity to the Contract Specifications before or on delivery of supply.

35.1  In case any inspected plant material fails to conform to the specifications, the Purchaser may reject them.
36 Guarantee

36.1 The supplier should provide the guarantee that the plants/scion wood are true to type and disease free,

36.2 The fruit plants shall be kept under post entry quarantine observation (PEQ) for one year from the date of receipt of supply by the purchaser and if during this period occurrence of any virus incidence is observed then ,the purchaser shall have the right to deduct the cost of such affected plants/scion wood from the performance security.

37 Packing and Marketing

(a) The plants/scion wood should be packed in non-organic sterile material in order to meet the quarantine requirement of Govt. of India. Best trade packing suitable for safe Rail/Road/Air/Sea transit shall be used.

(b) The supplier shall provide such packing of the plant material as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and absence of heavy handling facilities at all points in transit.

(c) The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight and distinctive number of marks sufficient for purpose of identification. Each package shall contain:

i) A packing note quoting the name of the purchaser.

ii) The number and date of order

iii) Nomenclature of the plant material
1. Definitions

a) “IFB” means Invitation for Bids.
b) “ITB” means Instruction to Bidders.
c) “GCC” mean General Conditions of Contract.
d) “RC” means Rate Contract.
e) “Contract” means a legal agreement entered into between the purchaser and the supplier, as recorded in the agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
f) “Contract Price” means the price payable to the supplier under a contract for the full and proper performance of its contractual obligations.
g) Fruit Plants/scion wood is the material which the supplier is required to supply to the purchaser in terms of a contract.
h) “Services” means the services ancillary to the supply of the plant material such as transportation and insurance and any other incidental services, technical assistance, such obligations of the supplier covered under a contract.
i) “Purchaser” means the buyer named in a bidding document and in the corresponding contract, purchasing the goods ordered and includes its successors and/or assignees.
j) “Consignee” means the individual or body to whom the contracted plant material are required to be delivered as per the terms and the conditions incorporated in a contract.
k) “Supplier” means the individual or firm supplying the goods under a contract and includes its successor and/assignees.
l) “Day” means calendar day of the Gregorian Calendar.
m) “Month” means calendar month or the Gregorian Calendar.

2. Application

2.1 These general conditions of contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.
3. Country of origin

3.1 Whole plant material and services supplied under the contract shall have their origin in the countries, with which the Government of India has trade relations.

3.2 For purposes of this clause “origin” means the place where the plant material is grown or produced or from which the services are supplied.

4. Standard

4.1 The plant material supplied under this contract shall conform to the standards mentioned in the ‘Technical Specifications’ authoritative standards as applicable to the plant materials country of origin.

5. Use of contract documents and information.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed person shall be made in confidence and shall extend only so far as may necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document of information enumerated in GCC sub-clause 5.1 except for the purposes of performing the contract.

5.3 Every document other than the contract itself, mentioned in GCC sub-clause 5.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier’s performance under the contract, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall at all times indemnify the purchaser, free of cost, against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods or any part thereof in India.

7. Performance security

7.1 Within 21 (twenty one) days after the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount of 10% (ten percent) of the contract values, valid up to 31st March 2015 after the date of completion of all contractual obligations by the supplier, including the guarantee obligations.

7.1.1 In the event of appearance of virus on the fruit plants/scion wood supplied under the contract quarantine period the cost of virus infested plants will be recovered from the performance security.

7.2 In the event of any contract amendment, the supplier shall, within 21 (twenty
one) days of issue of such amendment, furnish the necessary amendment of the
Performance Security, rendering the same valid in all respects in terms of the
Contract, as amended.

7.3 The proceeds of the performance security shall be payable to the purchaser as compensation
for any loss resulting from supplier’s failure to complete its obligations under the contract.

7.4 The Performance security shall be denominated in Indian Rupees of the contract
and shall be one of the following forms:
   a) Demand Draft on any scheduled commercial bank in India./ Fixed deposit pledged in the
      favour of PROJECT DIRECTOR (HTM) DEPARTMENT OF HORTICULTURE,
      HIMACHAL PRADESH, SHIMLA-171002- INDIA.
   b) Bank Guarantee issued by a scheduled commercial bank in India, in the prescribed from as
      provided in bidding documents.

7.5 Subject to GCC sub-clause 7.4 above, the performance security will be discharged by the
purchaser and returned to the supplier on completion of the supplier’s contractual
obligation including the guarantee obligations under the contract.

8. Pre-dispatch Inspection

8.1 The purchaser and/or its nominated representative(s) shall have the right to inspect and/or
to test the Plant material to confirm their conformity to the contract specification and other
technical details incorporated in the contract at no extra cost
to the purchaser. The Schedule of Requirements and the Technical
Specification, incorporated in the bidding document, shall specify what
inspections and tests, the purchaser required and where and how they are to be
conducted. The purchaser shall notify, in advance, the supplier in writing, of the
identity of any representative(s) for this purpose.

8.2 The inspections and tests may be conducted on the premises of the supplier or its
subcontractor(s), at the point of delivery and/or at the plant materials final destination. If
conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities
and assistance, including access to relevant production data, shall be furnished by the supplier
to the inspectors at no charge to the purchaser.

8.3 Should any inspected or tested goods, fail to conform to the required specifications and
standards, the purchaser may reject them and the supplier shall either replace the rejected
goods or make all alterations necessary to meet the specifications and standards, as
required, free of cost to the purchaser and resubmit the same to the purchaser for conducting
the inspections and tests again.

8.4 Where the contract stipulates pre-dispatch inspection by the purchaser’s
nominated inspecting agency, the supplier shall put up the plant material for inspection to
the inspecting agency well ahead of time so that the inspecting agency is able to
complete the inspection within the stipulated delivery period. If the goods are
tendered for inspection at the last moment without providing reasonable time to
the inspection agency for completing the inspection, the inspecting agency may
carry out the inspection and complete the formality beyond the contractual
delivery period at the risk and expense of the supplier. The fact that the items
have been inspected after the contractual delivery period will not have the effect of
keeping the contract alive and this will be without any prejudice to the legal rights and remedies
available to the purchaser under the terms & conditions of the contract.
8.5 The purchaser’s right to inspect, test and, where necessary, reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the dispatch of the plant material from the country of origin or from the supplier’s premises.

8.6 Nothing in GCC clause 8 shall, in any way, release the supplier from any warranty or other obligation under the contract.

9. Packing

9.1 The supplier shall provide such packing of the plant material as is required to prevent their damage or deterioration during their transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also take into consideration, where applicable the available inland mode(s) of transport in India, the remoteness of the plant materials final destination and the absence of heavy handling facilities at all points in transits. Further, limitations and/or mandatory instructions, if any in the weights, volumes and sizes of the packages shall also be taken care of by the supplier.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements if any, as shall be expressly provided for in the contract, including additional requirements, if any specified in the Schedule of Requirements and any subsequent instructions given by the purchaser.

Packing instruction:
Each package will be marked by the supplier at its own expense, on three sides with indelible ink/paint, with the following details:

a) Contract No. and date
b) Name and address of the consignee
c) Named and address of the supplier
d) Brief description of plant material
e) Gross weight and outer dimension of the package
f) Country of origin of plant material
g) Packing list reference no, and
h) Any other requirement, relevant to the contract.

10 Delivery of plant material.

10.1 Delivery of the plant material shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award and in the contract.

10.2 For the purposes of the contract, “FOB”, “CIF” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them in the current edition of “INCOTERMS” which are international commercial shipping terms. Published by International Chamber of Commerce Paris, France.

11 Transportation
10.1 Where the supplier is required under the contract to deliver the plant material CIF or CIP, Transportation of the plant material to the port of entry i.e. Flower Nursery Parwanoo, Distt. Solan Himachal Pradesh.

12 Insurance
12.1 The plant material supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage acquisition transportation, storage and delivery as indicated below in this clause(viz. GCC clause 11).

12.2 Where delivery of the plant material in required by the purchaser on CIF or CIP basis, the supplier shall arrange and pay for the cargo insurance, naming the purchaser as the beneficiary. Where delivery is on FOB basis, the insurance shall be the responsibility of the purchaser,

12.3 In the case of a contract on CIF or CIP basis, the insurance shall be for an amount equal to 110% (one hundred and ten per cent) of the CIF or CIP value of the plant material from “warehouse to warehouse” (final destination) on “all risk” basis including war risk and strikes.

13. Distribution of dispatch documents

13.1 The shipping and other documents as well as dispatch details to be furnished by the supplier to the purchaser and/or to the purchaser’s nominated authorities to enable the purchaser and/or its nominated authorities to clear and/or accept the plant material will depend on the mode of dispatch of the plant material and the terms of delivery, as specified in the schedule of requirement and the contract and subject to the same, the instructions in this regard will be as indicated below:

a) For plant material supplied from abroad:

Within 24 hours of shipment, the supplier notify the purchaser and its nominated authorities (as specified in the contract) and the insurance company by fax, the full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date/airway bill number and date of shipment, port of discharge, expected date of arrival at the port of entry etc. Further, the supplier shall also immediately dispatch by registered air-mail the specified number of copies of the following documents to the above authorities:

i. Supplier’s invoice showing contract number, description of plant material quantity, unit price and total amount:

ii. Original and copies of the negotiable clean, on board bill of lading and copies of non-negotiable bill of lading.

iii. Copies of packing list identifying the contents of each package.

iv. Insurance certificate

v. Manufacturers/supplier’s guarantee certificate

vi. Pre-dispatch inspection certificate issued by the purchaser’s nominated inspection agency (if so specified) and the supplier’s nursery inspection report; and

vii. Certificate of origin
The above documents all be received by the purchaser and other authorities mentioned above at least one week before the arrival of plant material at the port or place of arrival and, if not received, the supplier will be responsible for any consequent expenses.

14. **Guarantee**

The supplier shall provide comprehensive guarantee for quarantine period (more than one year) from the date of final acceptance of the full supply of plant material in good condition & as per the technical specifications. It is emphasized here that there should not be any incidence of virus infection during PEQ (post entry quarantine) observation in India, if the infection occurs during this period, then the cost of affected plants shall be deducted from the performance security.

15. **Payment**

10.1 The payment shall be made in the currency/currencies specified in the contract. The supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority as specified in the Schedule of requirements and the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.

10.2 The payment shall be made in the following manner and on production of the following documents:

A) Payment for plant material supplied from abroad:
   i) on shipment:
      a) Certified copy of the fax sent by the supplier to the purchaser and other as per GCC sub-clause 10.3 (a).
      b) Supplier’s signed commercial invoice showing contract number, description of the supplied plant material corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.
      c) Original clean or board bill of lading marked freight pre-paid consigned to the interim/port consignee evidencing description of the goods quantities, relevant details about the contract number etc.
      d) Packing list, identify contents of each package.
      e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the LC
      f) Supplier’s guarantee certificate and supplier’s inspection report.
      g) Pre-dispatch inspection certificate issued by the purchaser’s nominated inspection agency, if so specified.
      h) Certificate of origin. & phyto-sanitary certificate
      i) Supplier’s certificate confirming that the required documents have been sent to all concerned in terms of GCC sub-clause 10.3 (a).
      j) Supplier’s certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.
      k) Any other documents(s) and/or modification of above documents specified in the Schedule of Requirements and the contract.
   ii) Payment of agency commission:
Payment shall be made in Indian rupees within 30 days of presentation of claim supported by a certificate from the purchaser confirming that the plant material have been delivered, full 100% payment has been made to the foreign supplier and all other contractual obligations have been performed by the supplier and its agent for claiming this payment.

Payment of the bill shall be made within 4-6 weeks after the receipt of material as per specification and in good condition by an irrevocable Letter of Credit established in favour of supplier through any Nationalized Bank at Shimla, Himachal Pradesh, INDIA upon submission of following documents to the paying authority:-

a) The supplier invoice showing contract number, description of plant material quantity, unit price and the total amount.
b) Packing list identifying contents of each package.
c) Insurance certificate
d) Phyto-sanitary Certificate
e) Supplier guarantee certificate.
f) Pre-dispatch inspection certificate issued by the purchaser’s nominated inspection agent, if so specified and the supplier nursery inspection report
g) Certificate of origin.
h) Provisional receipt for the corresponding delivery issued by the consignee.
i) Any other document(s)/or modification of above documents specified in the schedule of requirements and the contract.

C) Payment for the incidental services and supervision.

The incidental services and services and provision, if required separately, will be specified in Schedule of requirements and in the contract. The payment terms applicable for such services and supervision will also be specified therein.

D) Operation of letter of Credit.

i) The payments effected through letter of Credit, shall be subjected to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce.

ii) If requested specifically by the supplier, the letter of credit will be confirmed, but the cost for the same shall be charged to the supplier account.

iii) If the letter of Credit is required to be extended for reasons not attributable to the purchaser, the charges thereof shall be to the supplier account.

11 Prices

16.1 Prices charged by the supplier for the plant material supplied and the services performed under the contract shall not vary from the prices quoted by the supplier in its bid with the exception of any price adjustment authorized in the Schedule of Requirements.
17 **Modification of Contract**

17.1 The purchaser may at any time, by a written order given to the supplier pursuant to GCC clause 31, make changes and modifications within the general scope of contract in any one or more of the following.

a) the mode of packing

b) the mode of dispatch

c) the place of delivery.

d) the services to be provided by the supplier and/or any other area(s) of the contract, depending on the merit of the case.

17.2 Subject of GCC 17.1 and 17.2, no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

18 **Assignment.**

18.1 The supplier shall not assign, in whole or in part, its obligation to perform under the contract, except with the purchaser’s prior written consent.

19 **Delays in the supplier’s performance**

19.1 Delivery of the plant material and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the schedule of requirements.

19.2 Except as provided under GCC clause 24, any unexcused delay by the supplier in maintaining its contractual delivery obligation shall render the supplier liable to any or all of the following sanction.

Forfeiture of its performance security and/or termination of the contract for default.

19.3 If at any time, during the performance of the contract, the supplier should encounter conditions hindering timely delivery of the plant material and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). After the receipt of the supplier’s notice the purchaser as soon as practicable shall evaluate the situation and may at its discretion extend the supplier’s time for performance in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.

19.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension.
It would be doing so at its own risk and no claim for payment for such supply and/or any other expenses related to such supply shall lie against the purchaser.

20 Liquidate damages

20.1 Subject to GCC clause 24, if the supplier fails to deliver any or all of the goods or perform the service within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed supply of plant material or unperformed services for each week of delay or part thereof until actual delivery or performance up to maximum deduction of 10% (ten percent) of the delayed plant material or services contract price. Once the maximum is reached the purchaser may consider termination of the contract, if the same have not been terminated already.

Further, during the above mentioned delayed period of supply and/or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost whatsoever, which takes place during the period of delay. But never the less, the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground during that period of delay.

21 Termination for default

21.1 The purchaser may without prejudice to any other remedy for breach of contract, may, by written notice to default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract or within any extension thereof granted by the purchaser pursuant to GCC clause 19.

21.2 In the event the purchaser terminates the contract in whole or part, pursuant to GCC sub-clause 22.1, the purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, goods and/or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar plant material and/or services. However, the supplier shall continue to perform the contract to the extent not terminated.

22 Force Majeure

22.1 Notwithstanding the provisions of GCC clause 19, 20 and 21 the supplier shall not be liable forfeiture of its performance security, liquidated damage 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.

22.2 For propose of this clause “Force Majeure” means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes.
22.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligation under the contract as far as reasonably practical and shall seek all reasonable alternatives means for performance not prevented by the force Majeure event.

23 Termination for insolvency

23.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any compensation to the supplier, provided, that such termination will not prejudice
affect any right of action or remedy which has occurred and/or will accrue thereafter to the purchaser.

24 Termination for convenience

24.1 The purchaser by written notice sent to the supplier, may terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser’s convenience, the extent to which performance of the supplier under the contract is terminated, and the date with effect which such termination becomes effective.

24.2 The goods that are complete and ready for shipment within 30 (thirty) days after the supplier’s receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may effect:
a) to have any portion completed and delivered at the contract terms and price: and/or
b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts already procured by the supplier for fulfilling the contractual obligations.

25 Resolution of disputes

25.1 If any dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, and no arbitration may be commenced prior to or after delivery of the goods under the contract.

25.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given in accordance with GCC sub-clause 25.2 shall be finally settled by arbitration. Arbitration may be commenced prior to or after
The dispute resolution mechanism to be applied pursuant to GCC sub-clause 25.3 shall be as follows:-

In the case of a dispute or difference arising between the purchaser and the relating to any matter arising out of or connected with the contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators, one each to appointed by the purchaser and the supplier. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian Council of Arbitration of President of the Institution of Engineers (India).

The decision of majority of arbitrators shall be final and binding upon both the parties.

The cost and expenses of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

However, where the value of the contract is Rs. 15 lakh (Rupees one and a half million) and below, the disputes or differences arising in it shall be referred to also arbitrator. The sole arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree on the arbitrator within 30 (thirty days from the receipt of a request by one party from the other party to so agree, the appointment shall be made upon request of a party, by the Indian Council of Arbitration or the President of the Institutions of Engineers (India).

The venue of arbitration shall be the place from where the contract is issued.

The contract shall be interoperated in accordance with the laws of India.

Any notice given by one party to the other pursuant to the contract shall be sent in writing or by cable telex or facsimile and confirmed in writing to the addresses specified in the Schedule of Requirements.

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license free and other such levies imposed outside India.

A Local supplier shall be entirely responsible for all taxes duties, license fees, etc. incurred until delivery of the contracted goods to the purchaser.

Further instruction if, any shall be as provided in the Schedule of Requirements.