

HARYANA SEEDS DEVELOPMENT CORPORATION LIMITED

(A State Government Undertaking)

Regd. & Head Office: **BEEJ BHAWAN**, Bays No: 3-6, Sector: 2,
PANCHKULA-134 112 (Haryana)

Phone:- **0172 - 2577755, 2579215,**

FAX: 0172 – 2577583

TERMS & CONDITIONS FOR SUPPLY OF HYBRID VEGETABLE SEEDS (Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds) on consignment F.O.R. basis Haryana.

1. The seed must meet minimum Seed Certification Standards.
2. The each Hybrid seed / variety offered for supply must be suitable / recommended for cultivation in Haryana.
3. Package & practices (pamphlets) of the above seeds offered will be supplied by the Company for information of the farmers.
4. HSDC will return back unsold quantity after sale season and the supplier firm will arrange lifting of unsold quantity from HSDC units within stipulated period at its own. If the supplier does not lift the unsold quantity in time then HSDC will not be responsible for any damage caused to the seed during storage/transaction.
5. The supplier / company / producer shall be responsible not only for the quantity & quality of the seed supplied but also for any consequences/legal action in case of any claim is lodged with the corporation regarding the seed supplied being defective. The supplier shall also be responsible for the payment of compensation costs etc. over and above the litigation expenses, if any, that may be initiated by the consumer/farmer in case the seed fails to germinate as per the specifications. The supplier shall also be liable to indemnify the corporation for any loss caused to the corporation on account of defective / poor quality seeds. The supplier will be responsible for the quality of seed supplied to HSDC in all respect. Above and all the company will be fully responsible for the quality of seed as mentioned on label and package of practices and / or as per provisions of Seed Act. The company will have to compensate HSDC for all expenditures on account of any order / penalty etc. imposed by any Department / Court as such.
6. The seed should be out of **fresh production** and should meet the minimum seed certification standards and other quality factors. No revalidated stock will be accepted. If it is sent by mistake, the same will be returned back at cost & risks of the supplier.
7. HSDC will not be responsible for any deterioration in quality of seeds during transaction / transportation or otherwise.
8. The delivery of seeds will be given by the company at sale counters of HSDC after confirmation from CMM, HSDC, H.O., Panchkula and / or from the respective unit / sale counter incharges of HSDC / concerned DHO from Department of Horticulture, Haryana as per demand.
9. Authorized representative of HSDC may inspect the seed, test report and other documents before dispatch of the seed, if required. A copy of lot wise test report will be sent to concerned unit in-charges alongwith seed and a copy of the same to HSDC, Head Office, Panchkula.
10. **The supplier will be required to deposit Rs. 1 Lakh as EMD through HSDC RTGS detail give below before expiry of the submission time of tender. If, the company fails to pay EMD under the stipulated time frame, the Tender will be rejected. No interest will be payable on Earnest Money Deposit. EMD of successful bidder will be kept as security amount which will be paid after final payment and with no complaint from the Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds crop sold.**

Name of Bank : **Oriental Bank of Commerce, NAC, Mani Majra, Chandigarh**
Nature of A/c : **Cash Credit Account**
Account No. : **02444010000310**
IFSC Code : **ORBC 0100244**

11. The payment will be released after obtaining bills and test reports from the company and GRs of sold quantity from HSDC units. In case, any part / supply is given to HSHDA, Haryana or any other Govt. agency, the payment of such part / supply will be made only after receiving from the concerned quarter.
12. Part payment upto 80% can be released against sale of the seed supplied and receipt of cost of amount / subsidy from HSDC / respective departments.
13. That in case of any dispute with regard to the terms and conditions of the supply order, the matter would be referred to the Managing Director who would either act as an Arbitrator himself or would nominate someone to act as an Arbitrator as per the provisions of **Arbitration and Conciliation Act, 1996** and the supplier would not have any objection to appointment of the nominee of the Managing Director as an Arbitrator or that the Arbitrator so nominated is an employee of the Corporation.
14. In case of any dispute with regard to the terms and conditions of the supply order, the courts at Panchkula will have the exclusive jurisdiction to try and entertain the dispute arise between the supplier and the Corporation.
15. The supply order of additional quantity will be issued as per requirement.
16. The cost of samples of seeds taken by the office of DDA / any other Department for further testing will be borne by the supplier company.
17. Tax / Govt. levy / market fees & other if any will be borne by the supplier.
18. To claim input of purchase / expenditure incurred from registered dealers / suppliers it is mandatory to mention GST number of the Corporation on each and every bill of supply of goods / services. HSDC GST no. is 06AAACH3951JIZM.
19. The HSN code of sold goods should be mentioned specifically on the bills and provision of e-way should also be kept in mind while transferring the taxable goods.
20. The main essence of the supply order is the timely supply of the seed immediately, therefore, supplier should ensure delivery of seed at the destinations with the consultation of Unit / Sale Counters Incharges of HSDC.
21. **The company shall have to submit an affidavit in the following format text format dully attested by NOTARY:-**
 - i) **That it is verified that seeds of Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds offered and to be supplied are HYBRIDS i.e. none of these is non-Hybrid i.e. OP varieties, Research varieties etc.**
 - ii) **That the relevant Breeder Certificates submitted by you are genuine and issued by legally competent and authentic signatory.**
 - iii) **That the company / supplier will be sole responsible for all quality parameters of Hybrid seeds supplied and bear all consequences thereof being raised in future due to germination, admixture etc.**
 - iv) **That company has offered the best rate for each Hybrid and if the offered rates are found more than the rates of supply to any other Government / Private Organization including all schemes the company shall be liable for any penalty / legal action & other consequences thereof as decided by HSDC.**
 - v) **That non black-listing certificate and other documents submitted are genuine and nothing has been concealed therein.**
 - vi) **The supplied Hybrid seed / variety are suitable for Haryana climatic condition.**
 - vii) **The company have dealers network or strong sales team.**
 - viii) **The firm shall have to depute technical person in the field to resolve the problem, if any, reported by the farmers.**
22. Only seed companies are entitled to be empanelled for supply of seed and be applied accordingly i.e. no C&F, distributor, dealer etc. of the producer company will be entertained for empanelment.
23. The company have to submit the authority letter in case of seed have to be supplied through its authorized distributor / supplier about that the company will supply the seed through its authorized distributor and the payment of the supplied seed will be released in favour of the authorized distributor.

24. The successful bidder have to submit the requisite documents as required by the constituted committee as well as by the Competent Authority before issuing the supply order / supply of seed.
25. The following documents are mandatory to submit with tender form.
- i) The copy of Registration under companies Act.
 - ii) Copy of seed sale license of itself / authorized distributor / C&F agent as per the case.
 - iii) The company have to submit the true representative sample of each Crop / Hybrid offered to HSDC for sale.
 - iv) Copy of Research & Development unit certificate approved by Government of India if any.
 - v) Copies of Balance sheet of the last one financial years i.e. 2016-17.
 - vi) Breeder certificate for offered Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable Seed issued by concerned Breeder with his seal and signature if any.
 - vii) Copy of notification of Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds offered to HSDC issued by competent authority if any, since, preference will be given to notified Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds recommended for cultivation in Haryana.
 - viii) Certificate of average yield and yield potential of the offered Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds being issued by the concerned Breeder.
 - ix) The bidder must submit package of practices for each Hybrid of each crop offered for supply duly signed by authorized signatory.
 - x) Certificate of quality assurance as per seed act for the Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds offered for supply issued by respective authorized quality control personnel of the supplier company.
 - xi) An undertaking / affidavit on behalf of the supplier company with respect to responsible person for quality and other legal issues indicating the name, contact no. & complete address thereof is to be submitted.
 - xii) Authorization by the supplier company regarding supply of seed through its C&F / distributor etc.
 - xiii) The producer / supplier / distributor will have to submit an undertaking / certificate in the below mentioned format:-

“It is to certify that we have offered our best rates for supply of Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds seed on consignment basis to HSDC. It is also being undertaken that we shall not supply the above seeds to any other Government / private organization at lower rates including all schemes to that offered to HSDC. In case we are found at fault, we shall be liable for any penalty / legal action and consequences thereof”.
 - xiv) Detail of quantity sold in Haryana during last two years for the Hybrid Tomato, Onion, Okra (Bhindi), Chilly, Capsicum, Cauliflower & Exotic vegetable seeds being offered to HSDC if any.
 - xv) The bidder must bring original documents at the time of opening of tender for verification of the committee with that of document copies submitted along with application.
 - xvi) The Competent Authority have the right to forfeit the EMD / Security Amount if the successful bidder refuse to supply the seed at later stage or enable to supply the entire quantity according to the supplier order / demand / offered quantity by the concerned supplier.

TENDER FORM

To

The Managing Director,
Haryana Seeds Development Corporation Ltd.
Bay 3-6, Sector-2,
PANCHKULA

Name of crop	Name of Variety/ Hybrid	Packing size for offered quantity	Quantity offered (number of packets)	Quantity offered (in Kgs.)	Rate of Seed offered in Rs. (per packing)	Rate of Seed offered in Rs. (per kg.)
Tomato I						
Tomato-II						
Onion-I						
Onion-II						
Okra (Bhindi)-I						
Okra (Bhindi)-II						
Chilly-I						
Chilly-II						
Capsicum-I						
Capsicum-II						
Cauliflower-I						
Cauliflower-II						
Exotic vegetable-I						
Exotic vegetable-II						

As desired true representative sample for each crop offered is separately enclosed.

Kindly looking forward to your order.