

HARYANA SEEDS DEVELOPMENT CORPORATION LIMITED

(A State Government Undertaking)

Regd. & Head Office: **BEEJ BHAWAN**, Bays No: 3-6, Sector: 2,
PANCHKULA-134 112 (Haryana)e-mail id : mdhsdcl@gmail.com Phone:- **0172 – 2577582, 2581454**,

e-Tenders are invited for below mentioned work in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of Item	EMD to be deposited online	Tender Document Fee and e-service fee	Start Date & Time of Bid Preparation & Submission	Last Date & Time of Bid Preparation & Submission	Opening of technical bid and financial bid
1.	Purchase of Certified / TL seeds of Oat Kent (on consignment basis)	2% of the total cost OR Rs.5 Lakh whichever is higher	Rs.5900/- +1000/-= Rs.6900/-	25.08.2018 09.00 AM	06.09.2018 09.00 AM	06.09.2018 10.00 AM

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document. The technical bid will be opened on **06.09.2018** at **10.00 AM** at HSDC, H.O, Panchkula. The bidders/tenderers or their authorised representatives can be present at that time

MANAGING DIRECTOR

HARYANA SEEDS DEVELOPMENT CORPORATION LIMITED

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

Phone:- **0172 - 2577755, 2579215, FAX:- 0172 - 2577583**

TERMS & CONDITIONS

1. Interested bidders are requested to see on the portal <https://haryanaeprocurement.gov.in> the list of items along with Specifications which our Corporation intends to purchase on consignment basis during the entire Rabi sale season.
2. The total tentative requirement of Oat Kent certified / TL seed is 900 quintals on consignment basis. **Only certified category of seed will be purchased if offered for any crop, irrespective of supply / offer rate** The net packing wise rates are to be given for F.O.R. at different sale counters of HSDC in Haryana.

The bidder / tender is required to offer the rate for each crop / variety for supply as given in the tender form. However, HSDC is free to accept/reject any such offer of part quantity and or of any of the crop / variety / research without assigning any reason. The taxes (GST) if any applicable will be borne by the supplier.

Preference will be given to the bidder who offers for supply of full quantity.

FOLLOWING DOCUMENTS AND CERTIFICATES ARE REQUIRED TO BE SUBMITTED / UPLOADED FOR QUALIFYING TECHNICAL BID.

- i) Copy of Registration under companies Act
 - ii) Copy of balance sheet worth Rs. 100 crore turn-over per annum during each last two financial years i.e. 2016-17 & 2017-18.
 - iii) A copy of valid seed sale license issued by the concerned Department of Agriculture. If the supply is to be given by any distributor of the bidder, a valid seed sale license of distributor is also to be submitted along with authority letter of the bidder in favour of distributor.
 - iv) The bidder will have to provide attested copies of, copy of registration with respective State Seed Certification Agency.
 - v) The supplier must have experience of Govt. supply for seed during at least last 2 years of the equal or more amounts and will have to provide documentary proof thereof.
 - vi) An affidavit on behalf of the supplier company will have to be submitted with respect to responsible person for quality assurance and other legal issues indicating the name, contact no. and complete address thereof.
 - vii) The bidder must bring original documents at the time of opening of tender for verification of the committee with that of uploaded in online tender.
3. Any lacking in the above mentioned documents to be provided / uploaded in technical bid will make the bidder in-eligible for financial bid.
 4. A true representative sample of the seed is to be furnished at the time of opening of tender, if available or before supply of material. The cost of sample drawn after supply of seed by any competent authority of Government will have to be borne by the respective supplier company.
 5. The Earnest Money of the un-successful Tenderers will be refunded after the finalization of the Tender(s). The earnest money of the successful Tenderer(s) shall be adjusted against their Security deposit for satisfactory and faithful execution of Order. In case the successful Tenderer fails to supply the material in time, the amount of Security deposited shall be liable to be forfeited and the supply order shall be liable to be rejected and the purchase shall be made by HSDC at their risk and the cost of defaulting supplier.

6. **The payment for Tender Document Fee (Rs.5900/- non-refundable) and e-Service Fee (Rs.1000/- non-refundable) shall be made by eligible bidders/producers online directly through Debit Cards & Internet Banking Accounts.**
7. Both the above fee i.e. tender document fee Rs.5900/- (Rupees Five Thousand Nine Hundred only) and e-Service fee Rs.1000/- (Rupees One Thousand only) are **non-refundable** being charged for using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
8. The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
9. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of EMD as prescribed in E-Tender Notice, online before expiry of the submission time of tender. If, the intended bidder fails to pay EMD under the stipulated time frame, the Tender will be rejected. No interest will be payable on Earnest Money and/or Security Deposit.**
10. Where for any unavoidable reasons the tenders cannot be opened on the date prescribed in the NIT/ Tender Enquiry letter the date shall be extended and such extended date will be notified to all concerned. In case the specified date of opening falls on holiday or a holiday is subsequently declared on that date, the tenders will be opened on the next working day following holiday(s).
11. As far as possible the rates offered shall be firm. In case the party has made a genuine mistake in calculations, necessary rectifications may be allowed provided the resultant price is the lowest with the approval of the Managing Director of the Corporation in this regard. However, in such cases the Corporation in this regard will have right to review the whole case and take the suitable decision.
12. The contract for the supply shall be deemed to have come into existence on the date of the supply order and entered into at destination(s) and all causes of action related to the contract will, therefore, be deemed to have arisen within the jurisdiction of the Panchkula Courts.
13. **It is a common thumb rule that the negotiations could be held up to L-3 bidder, if the difference between L-1 quoted rate and those quoted by L-2 or L-3 is within 5% of the L-1 quoted rate. In cases where the L-1 bidder refuses to further reduce his offered price and the L-2 or L-3 bidders come forward to offer a price which is better than the price offered by L-1 bidder, the bidder whose price is accepted becomes the L-1 bidder. However, in such a situation, the original L-1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L-1 bidder further improves upon the price discovered during the negotiations, he would be treated as the L-1 bidder.**

This is a common practice for store items and because HSDC is going to procure **seed** which is a season bound product hence, it will be applied as per requirement to enforce the procurement of seed. Moreover, HSDC is also to consider the other factors of procurement of seed as per requirement / direction of Department of Agriculture & Farmers Welfare, Haryana.
14. The Earnest money of the tenderers will be forfeited to HSDC account if they withdraw their offer/rate or modify the terms & conditions of the same during the validity of their offer which are adverse to the business ethics.
15. The quantities mentioned in the NIT or Tender Form may be reduced or increased at the sole discretion of the Corporation.
16. a) Tender documents can be downloaded online from the Portal: <https://haryanaeprocurement.gov.in>.
b) As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature

Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Point No.2 under "Instructions to bidder on Electronic Tendering System".

The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.gov.in>.

Online Technical Envelope – Reference details of the Earnest Money Deposit, Tender Fee and E-service fee instrument and scanned copy of supporting documents.

17. The supply of material shall have to be started immediately after issuance of supply order. The tenderer/bidder/producer is required to offer the confirmed quantity of seed to the extent that he can supply in stipulated time. In case of non/short supply, he will have to bear fine/penalty decided by the MD, HSDC, Panchkula which will be final at all. He will have to supply the ordered quantity as per requirement of HSDC and within current sale season.
18. The inspection / sampling of the seed will be carried out by the authorized officer(s)/nominee(s) of the Corporation before dispatch and/or after receipt of material at destinations(s) according to the terms mentioned in the purchase order. In case of pre-inspection, the inspection and test shall be arranged at the supplier's premises before the material is dispatched to the Corporation or after receipt of the material as may be decided in each case. A copy of the inspection/ test report in case where the inspection has been carried out prior to dispatch shall be attached by the supplier while forwarding Railway Receipt or Transport Receipt or the receipted Goods Challan as the case may be. The supplier shall be required to be ready to the purchasing authority to arrange the pre-dispatch inspection of the goods offered for dispatch on different occasions. In case the inspection team find on arrival at the supplier's premises that the material is not ready for inspection and the offer given by the supplier was infructuous, the expenditure incurred by the Corporation on arranging such inspection shall be recovered from the supplier. The Tenderer shall provide without any extra charge all material, tools, labour and assistance of every kind which the inspection officer may consider necessary for any test or examination of the seeds/seed sample which may be required to be made on the tenderer's premises and shall pay all cost of attendant thereon. In case of stores to be inspected at some other firm's premises the tenderer shall provide all facilities including testing appliances for making necessary test other than the special tests or independent tests. The tenderer shall also provide and deliver free of charge at such place as the aforesaid officer may direct such material as he may require for tests by any means.
19. The seeds are required to be inspected prior to dispatch, if received at destination without inspection may not be accepted and shall be liable to be returned to the supplier at their risk and cost if found substandard. The supplier shall submit bills/invoices, receipts/acknowledgement of the seed supplied, Test reports issued by the inspecting authority/committee if any and lab test report to HSDC, H.O. Panchkula after the consignment/purchase is for getting payment released.
20. HSDC will not be responsible for the deterioration in quality of seed due to storage, during transactions or otherwise.
21. 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. The decision of the Managing Director as an Arbitrator or that the Arbitrator so nominated will be full and final in the respective matter.
22. In case of any dispute with regard to the terms and conditions of the agreement/supply order, the courts at Panchkula will have the exclusive

jurisdiction to try and entertain the dispute arise between the supplier and the Corporation.

23. The company will submit a certificate, before starting delivery of seed, to the effect that the rate offered for the supply of the seed to HSDC are their best rates and the seed will not be supplied to any other State/Corporation or the private dealers at lower than the rates offered to the HSDC in Haryana state.
24. The competent authority of HSDC i.e. Managing Director reserves the right to relax / change in any of the terms mentioned above as per situation in the interest of the Corporation.
25. The Corporation reserves the right to accept or reject any or all tenders and to reduce or increase the quantity of seed required without assigning any reason thereof or entrust the work to more than one tenderer.
26. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://haryanaeprocurement.gov.in>. However, the firms have option to submit the supporting documents as required to be supported along with Technical Bid either in on-line mode along with their Technical bids or in off-line mode in physical form to the office of **HSDC** by due date/time. In case supporting documents are to be supplied off-line in physical form, then it should be so specified in their Technical Bids & the supporting documents must be deposited in the office of **HARYANA SEEDS DEVELOPMENT CORPORATION , PANCHKULA** before the due date/time of opening of Technical Bid. The financial bid/s of only those bidders/items will be opened who qualify on the basis of their Technical Bids. The date and time of opening of the Financial Bids will be intimated in the due course.
27. Supplier's / bidder's offer should be valid for at least 4 months or sowing season of the respective seed whichever is higher. Supply of the entire quantity by the successful tenderer is required to be completed within stipulated period at given destination from the receipt of HSDC's purchase order.
28. Delivery of seed shall be F.O.R. at Sale counters of HSDC or any other destination in Haryana. The list of sale counters destinations will be provided by HSDC, Head office / concerned unit-in-charge.
29. Test results / reports for the total offered quantity issued by the concerned Govt. Seed Testing Lab must be furnished with / to qualify in technical bid and the supplier will also provide test reports of respective lots alongwith the seed at the time of delivery at destinations.
30. Supplier shall be solely responsible for the quality and quantity of the seed and complaint / liability, if any, that will be borne by supplier. The supplier is liable to compensate HSDC in case of any claim admitted due to poor / sub-standard quality of seeds or court orders.
31. The payment of seed will be released after sale of seed and receipt of bills/ GR of sold quantity subject to satisfactory test report and fulfillment of other terms and conditions of supply order.
32. 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.
33. 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.
34. **If, all/any of the seed quantity supplied is sold on subsidized rates / on bill basis under any of the schemes by Department of Agriculture & Farmers Welfare, Haryana or so without under DBT, the payment will be released only after receiving the amount / cost of seed from respective department.**
35. **The party who has been black-listed or is under litigation with HSDC or any enquiry is pending against the party or it has committed any unethical business activity with / against HSDC, is not liable to participate in the tender. In case such party participate in this tender, the same can**

be outrightly rejected and its tender will not be entertained. If, the party do not disclose itself or any of above comes in the notice of HSDC at later stage, suitable action including black listing will be taken accordingly.

36. The interested bidders must remit the funds (fee, EMD etc.) at least T+1 working day (Transaction + one day) in advance and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intending bidder thereafter will be able to successfully verify their payment online and submit their bids on or before the expiry date & time of the respective events / tenders at <https://haryanaeprocurement.gov.in>
37. Bidders will have to procure/ should have legally valid Digital Signature Certificate as per Information Technology Act 2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact "Help Desk". In case bidders need any clarifications or if training required to participate in online tenders they can contact at Help Desk in below mentioned address:-

M/s. Nextenders (India) Pvt. Ltd;
O/o, Director, Supplies & Disposals, Haryana
SCO. No.09, 2nd Floor, Sector-16,
PANCHKULA – 134 108
E-mail: chandigarh@nextenders.com
Help Desk: 1800-180-2097 (Toll Free Number)
Department Contact No. +91-9896076876 (Mr. K.K. JANGRA)

IMPORTANT NOTE: - Offer without prescribed Earnest Money, Tender Form/ Tender Fee, Registration/Manufacturing Certificate will be summarily rejected.

(OTHER TERMS & CONDITIONS AS PER Tender Forms available at "Download" option on portal <https://haryanaeprocurement.gov.in>).
(For Guideline of online payment please referred to instruction at "How to...?" at the portal on <https://haryanaeprocurement.gov.in>).

MANAGING DIRECTOR

हरियाणा बीज विकास निगम लिमिटेड
(हरियाणा सरकार का संस्थान)
बेज नं0 3-6, सैक्टर-2,
पंचकुला - 134 112 हरियाणा

दूरभाष नं0 - 0172-2577755, 2579215
फैक्स नं0 - 0172-2581454

अल्पकालिक ई-निविदा सूचना

हरियाणा बीज विकास निगम द्वारा बरसीम मस्कावी एवं जई कैंट के प्रमाणित/ TL बीजों की कन्साईन्मेंट आधार पर खरीद के लिए अल्पकालिक ऑनलाईन निविदाएं आमंत्रित की जाती हैं। जिनका वितरण RKVY की Green Fodder Development Programme योजना के अन्तर्गत किसानों को अनुदान पर किया जाना है। मात्रा, निविदा प्रपत्र एवं सभी शर्तें <https://haryanaeprocurement.gov.in> से प्राप्त की जा सकती है। बिना कोई कारण बताए किसी भी या सभी निविदाओं को आंशिक या पूर्ण रूप से निरस्त करने का अधिकार प्रबंध निदेशक, हरियाणा बीज विकास निगम लिमिटेड, पंचकुला (हरियाणा) के पास सुरक्षित है। उक्त निविदा ऑनलाईन <https://haryanaeprocurement.gov.in> पर दिनांक 25.08.2018 प्रातः 09 बजे से 06.09.2018 सुबह 9 बजे तक खुली रहेंगी। ऑनलाइन निविदाएं 06.09.2018 प्रातः 10 बजे निविदाकर्ताओं के समक्ष बीज भवन, बेज 3-6, सैक्टर-2, पंचकुला में खोली जाएंगी।

प्रबन्ध निदेशक

TENDER FORM

To

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

Name of crop	Name of variety / certified / TL	Packing size	Category / class of seed	Offered quantity (in qtls.)	Rate per quintal (in Rs.)
Oat					

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

Kindly looking forward to your order.

Yours faithfully,

Signature
(Name & Seal with Complete Address)

Mobile No.....

E-mail id

Sr. No.	Name of the Documents to be uploaded	Bidder's Response Yes/No
1	balance sheet for 2016 -17 and 2017-18	
2.	Copy of registration under company act	
3.	affidavit for responsible person	
4.	authority letter for distributor	
5.	undertaking for best rate offer	
6.	quantity sold to Government organization for the same quantum	
7.	seed sale license of distributor / producer / supplier	
8.	representative sample	
9.	undertaking of non blacklisting	