

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

e-Tenders is 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	Total Project Cost	EMD to be deposited online (in Rupees)	Tender Document Fee and e-service fee (in Rupees)	Start Date & Time of Bid Preparation & Submission	Last Date & Time of Bid Preparation & Submission	Opening of technical bid and financial bid
1.	Purchase of Onion seed for Rabi season	On consignment basis	Rs.50,000/- (Govt. Agencies exempted)	Rs.5900/- +1000/-= Rs.6900/-	25.08.2018 at 09.00 a.m.	06.09.2018 at 09.00 a.m.	06.09.2018 at 10.00 a.m.

Note :- EMD is exempted for Govt. Agencies.

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

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TERMS & CONDITIONS

1. Interested bidders are requested to see on the portal <https://haryanaeprocurement.gov.in> the list of items which our Corporation intends to purchase on consignment basis.
2. Separate rates should be quoted for each Variety / Hybrid along with packing size of Onion Seed. The net rates are to be quoted for F.O.R. at sale counters of HSDC in Haryana.
3. The taxes (GST), if any, applicable will be borne by the supplier.
4. Only the producer can participate in e-tender. However, the producer can authorize its one distributor with an authority letter to supply the seed, issue the bills, lift the unsold seed and receive the payment on behalf of the producer.
5. The participants intending for supply of seed, will have to provide respective seed sale license, registration with respective State Seed Certification Agency etc.
6. 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.
7. **The onion seeds are required by HSDC on consignment basis for sale through its sale counters in the state. The seed will be distributed / sold to the farmers of State at subsidized rate under IHD Scheme of Department of Horticulture, Haryana. Hence, the payment of subsidy amount will only be released after it is released to HSDC by concerned department.**
8. 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 Rs.50,000/- towards EMD 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**
9. **The payment for Tender Document Fee of Rs.5900/- and e-Service Fee Rs.1000/- shall be made by eligible bidders/producers online directly through Debit Cards & Internet Banking Accounts**
10. 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 online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
11. The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
12. The bidder is required to pay online EMD amount to participate in the bidding process. The interested bidders must remit the funds 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 intended bidder/Agency 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>.
13. 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 kept as security amount with HSDC and shall be refunded after clearance of all dues and release of payment from HSDC. In case the successful Tenderer fails to supply the material in time, the amount of EMD deposited, shall be liable to be forfeited and the supply order shall be liable to be rejected and the purchase shall be made at their risk and cost by HSDC.

14. The Earnest money of the tenderers will be forfeited to HSDC account if they withdraw their offer/rates or modify the terms & conditions of the same during the validity of their offer which are adverse to the business ethics.
15. 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).
16. 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.
17. 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 not be applied strictly. Moreover, HSDC is also to consider the other factors of procurement of seed as per requirement / direction of Department of Agriculture & Farmers Welfare, Haryana.

Hence, to fulfill the quantity required and to arrange maximum number of Onion varieties / Hybrid to facilitate the farmers demand to select suitable Onion varieties / Hybrid, the relaxation in above procedure (Sr. no. 15) will be availed by the designated committee as per approval of the Competent Authority i.e. Managing Director.

18. Earnest money so deposited by the successful bidders shall be retained by the Corporation till the currency of this contract. In case of any default, earnest money shall be liable to be forfeited.
19. The quantity of seed to be purchased will be determined by the competent authority.
20. The Corporation reserves the right to accept or reject any or all tenders without assigning any reason thereof or entrust the work to more than one tenderer.
21. 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".

22. 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.
23. The supply of material shall have to be made available for sale as per requirement and direction of HSDC & Department of Horticulture. The tenderer/bidder/producer is required to offer the confirmed quantity of seed/products 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.
24. The inspection of the goods /materials 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.
25. The seed 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.
26. HSDC will not be responsible for the deterioration in quality of seed due to storage, during transactions or otherwise.
27. 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.

28. 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.
29. Supplier's offer should be valid for at least four months.
30. Seed stock should conform to the prescribed minimum seed certification standards. 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 quality of seeds or court orders.
31. The company will submit a certificate, before starting delivery of seed, to the effect that the rate offered for the supply of the hybrid seeds / products to the HSDC are their best rates and the seeds of these hybrids/ products will not be supplied to any other State/Corporation or the private dealers less than the rates offered to the HSDC in Haryana state.
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. 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.
35. The bidders must upload their Sale Tax No./VAT No./TIN No. ,PAN No. and other required documents otherwise their bid shall be rejected straightway.
36. 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 in physical form to the office of **HSDC** by due date/time in the office of **HARYANA SEEDS DEVELOPMENT CORPORATION, PANCHKULA** before the due date/time of opening of Technical Bid. However, it has to be mentioned in online tender that supporting documents will be given offline before opening of tender. 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.
37. The bidders are advised to visit the website of Haryana Govt. frequently for any information/correction/corrigendam which shall only be given on website i.e. <https://haryanaeprocurement.gov.in>
38. As the bid is to be submitted on-line, these are required to be encrypted and digitally signed, therefore the Bidders are advised to obtain the same at the earliest. For obtaining Digital Certificate, the Bidders may contact the representative of Next Tenders, the service providers of Electronic Tendering System or any other service provider. In case of any technical issue the bidders may contact the representative of next tenders in their office in Sector-16, Panchkula.
39. These terms & conditions should be complied with and all terms & conditions of the Tender shall deemed to be accepted by the bidder to participate in the Bid.

Note:-

HSDC reserves the right to change any term or condition which can be declared before the parties at the time of opening of technical bid.

40. 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

IMPORTANT NOTE: - Offer without prescribed Earnest Money, Tender Form/ Tender Fee, tender document 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 रबी सीजन में बिजाई हेतु प्याज के विभिन्न हाइब्रिड एवं किस्मों के बीजों को कन्साइन्मेंट आधार पर खरीद के लिए सभी सरकारी/अर्द्धसरकारी संस्थानों व निजी बीज उत्पादकों से अल्पकालिक ऑनलाईन निविदाएं आमंत्रित की जाती हैं। यह बीज उद्यान विभाग, हरियाणा द्वारा एकीकृत बागवानी विकास (I.H.D.) योजना के अन्तर्गत अनुदान पर HSDC के बीज बिक्री केन्द्रों से किसानों को वितरित किया जाएगा। 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। ऑनलाईन 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/ Hybrid	Class of seed (certified / TL / 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.)
Onion							

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

Kindly looking forward to your order.

Sr. No.	Name of the Documents to be uploaded	Bidder's Response Yes/No
1	Seed Sale License to sell Vegetable seeds	
2.	Registration with respective State Seed Certification Agency	
3	Test Reports	
4	No Blacklisted Certificate	
5	undertaking for best rate offer	
6	representative sample	