

## 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 Garlic Seed / Clove (G-50 & G-282)	On consignment basis	Rs.2 Lakh (Govt. Agencies exempted)	Rs.5900/- +1000/-= Rs.6900/-	06.08.2018 at 09.00 a.m.	20.08.2018 at 09.00 a.m.	<b>20.08.2018</b> at <b>10.00 a.m.</b>

**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 **20/08/2018** 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>.
2. The requirement of Garlic Seed / Clove (**G-50& G-282**) will be tentative, and on the basis of sale on consignment under MIDH scheme of Department of HSHDA. Separate rates should be quoted for each Hybrid / Variety along with packing size. The net rates are to be quoted for F.O.R. supply at sale counters of HSDC in Haryana.
3. The taxes, if any applicable will be borne by the supplier.
4. Following documents / certificates are required to be provided for qualifying Technical Bid:-
  - a) The copy of Registration under companies Act.
  - b) Copy of Research & Development unit certificate approved by Government of India if any.
  - c) Copies of Balance sheet of the latest financial year.
  - d) Copy of notification of Garlic Seed / Clove offered to HSDC issued by competent authority if any, since, preference will be given to notified Garlic Seed / Clove recommended for Haryana if any.
  - e) Certificate of average yield and yield potential of the offered Garlic Seed / Clove being issued by the concerned Breeder.
  - f) The bidder must submit package of practices for Garlic Seed / Clove offered for supply duly signed by authorized signatory.
  - g) Certificate of quality assurance as per seed act for the Garlic Seed / Clove offered for supply, issued by respective authorized quality control personnel of the supplier company.
  - h) An 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.
  - i) Authorization by the supplier company regarding supply of Garlic seed / clove through itself / C&F / distributor etc.
  - j) 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 Garlic Seed / Clove 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”.***
  - k) Detail of quantity sold in Haryana during last two years for the Garlic Seed / Clove being offered to HSDC if any.
  - l) 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.
5. Copy of seed sale license of itself / authorized distributor / C&F agent as per the case.

6. A true representative sample for each Garlic Seed / Clove be furnished at the time of opening of tender. The cost of sample drawn by any competent authority of Government will have to be borne by the respective supplier company.
7. 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. **Bidder will be required to make online payment of Rs. 2 Lakh as 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 or Security Deposit. EMD of successful bidder will be kept as security amount which will be paid after final payment and with no complaint from the Garlic Seed / Clove sold.**

**The Government / Semi- Government / Government Cooperative Organizations are exempted to deposit EMD.**

8. **The payment for Tender Document Fee of Rs.5900/- (including GST) and e-Service Fee Rs.1000/- shall be made by eligible bidders/producers online directly through Debit Cards & Internet Banking Accounts.**
9. Both the above fee i.e. tender document fee Rs.5900/- (Rupees Five Thousand Nine Hundred only) including GST 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.
10. The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
  - a) 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.
  - b) 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.
11. 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) 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>
12. 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).
13. The Tender signed by a person (other than the tenderer) on behalf of the Tenderer without disclosing his authority to do so shall not be deemed to be valid tenderer and may be liable to be rejected. No tender will be considered unless and until all the documents are properly signed.
14. 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.
15. The supply of material shall have to be made as per the time schedule given by the Department of HSHDA / HSDC. The tenderer/bidder/producer is required to offer the confirm quantity of seed/variety to the extent that he can supply in stipulated time. In case of non / short / delayed supply, he will have to bear fine/penalty upto loss of margin referred by the corporation due to short / non / delayed supply of seed decided by the MD, HSDC, Panchkula. He will have to supply the ordered quantity as per requirement of HSDC and within current

sale season and stipulated time.

16. In case the successful Tenderer fails to supply the seed in time or 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, the amount of EMD deposited, shall be liable to be forfeited and the supply order shall be liable to be rejected and the purchase may be made by HSDC at the risk and cost of the supplier.
17. 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.**
18. The inspection of the goods /materials may be carried out by the authorized officer(s)/nominee(s) of the Corporation before dispatch and/or after receipt of material at destinations(s). In case of pre-inspection, the inspection and test report 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. The supplier shall be required to offer the seed / material to arrange the pre-dispatch inspection of the goods offered for dispatch on different destinations. 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 in fructuous, 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 and the other 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 Corporation / Competent Authority will be free to take samples of the seed supplied received at sale counters and to get it tested in any Government lab. The charges of such samples and testing will be borne by the supplier.
20. The supplier shall submit bills / invoices, receipts / acknowledgement of the seed / clove supplied, inspection report issued by the inspecting authority/committee if any are to be submitted by the supplier to HSDC, H.O. Panchkula after completion of the consignment/purchase for getting payment released.
21. HSDC will not be responsible for the deterioration in quality of seeds during transactions / transpiration or otherwise.
22. The supplier will be sole responsible for all quality parameters of the seed offered and supplied to HSDC. In case of any complaint / court case / legal action / penalty imposed due to substandard / poor quality of seed the supplier shall bear / compensate all such consequences.
23. As per guidelines of the DS&D 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.
24. **However, to fulfill the quantity required by HSHDA and to assure arrangement of maximum quantity, the relaxation in above procedure (Sr. no. 23) may be considered by Competent Authority i.e. Managing Director.**

25. 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.
26. 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.
27. Supplier's offer should be valid for the year 2018-19 i.e. upto 31<sup>st</sup> March, 2019 however, that may be extended further as per approval of Competent Authority. (according to the sowing season and demand). 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 / supply order.
28. The payment of seed will be released after sale of seed and receipt of bills/ GR of sold quantity subject to satisfactory and fulfillment of other terms and conditions of supply order. In case of finding the seed offered, sub-standard during sampling and testing by any competent authority the payment will be withheld upto final decision.
29. Part payment upto 80% can be released against sale of the seed supplied and receipt of cost of amount / subsidy from HSDC / respective departments.
30. 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.
31. 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.
  1. **The company shall have to submit an affidavit in the following text format duly attested by NOTARY:-**
    - i) **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.**
    - ii) **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.**
    - iii) **That non black-listing certificate and other documents submitted are genuine and nothing has been concealed therein.**
    - iv) **The supplied Garlic seed / Clove are suitable for Haryana climatic condition.**
    - v) **The firm shall have to depute technical person in the field to resolve the problem, if any, reported by the farmers.**
32. The Garlic Seed / Clove is required by HSDC on consignment F.O.R. 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 MIDH Scheme of HSHDA**. Hence, the payment will only be released after it is released to HSDC by the concerned department.
33. 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. The financial bid/s of only those bidders/items will be opened who qualify on the basis of their Technical Bids.

34. 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, 2<sup>nd</sup> Floor, Sector-16, PANCHKULA – 134 108  
E-mail: [chandigarh@nextenders.com](mailto: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 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 refer to instruction at "How to...?" at the portal on <https://haryanaeprocurement.gov.in>).**

In case of any query with respect to NIT, CHIEF MANAGER PRODUCTION, HSDC, Panchkula can be contacted at Mob:-9896076876.

**MANAGING DIRECTOR**

## TENDER FORM

To

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

1.

<b>Crop</b>	<b>Variety</b>	<b>Packing size for rate offered</b>	<b>Quantity offered (in qtls.)</b>	<b>Offered Rate (Rs. per qtl)</b>	<b>Time schedule for delivery</b>
Garlic	<b>G-50</b>				
Garlic	<b>G -282</b>				

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

Kindly looking forward to your order.

## Performa for Technical Bid

To

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

<b>Sr. No.</b>	<b>Name of the Documents to be uploaded</b>	<b>Bidder's Response Yes/No</b>
1	Copy of company registration	
2	R & D unit certificate	
3	Balance sheet for latest year.	
4	Notification Certificate	
5	Certificate of average yield and yield potential and package of practices	
6	Certificate of quality assurance	
7	Affidavit for responsible person	
8	Authority letter for distributor	
9	Undertaking for best rate offer	
10	Quantity sold in Haryana during last two years	
11	Seed sale license of distributor	
12	Representative sample	
13	Undertaking of non blacklisting	
14	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	



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 लहसुन की G-50 और G-282 किस्मों की खरीद के लिए अल्पकालिक ऑनलाईन निविदाएं आमंत्रित की जाती हैं। यह बीज हरियाणा राज्य बागवानी विकास एजेंसी, उद्यान भवन, हरियाणा द्वारा एकीकृत बागवानी विकास (MIDH) योजना के अन्तर्गत 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 प्रबन्ध निदेशक, हरियाणा बीज विकास निगम लिमिटेड, पंचकुला (हरियाणा) के पास सुरक्षित है। उक्त निविदा ऑनलाईन <https://haryanaeprocurement.gov.in> पर दिनांक **06.08.2018** प्रातः 9 बजे से **20.08.2018** सुबह 9 बजे तक खुली रहेंगी। ऑनलाईन निविदाएं **20.08.2018** प्रातः 10 बजे निविदाकर्ताओं के समक्ष बीज भवन, बेज 3-6, सैक्टर-2, पंचकुला में खोली जाएंगी।

प्रबन्ध निदेशक