

# 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 - 2577582**,

E-mail:- [mdhsdcl@gmail.com](mailto:mdhsdcl@gmail.com)

or [cmphsdcl@gmail.com](mailto:cmphsdcl@gmail.com)

**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 (In Rs./-)	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.	BT Cotton Hybrid	1 lac	Rs.5900/- (including GST) +1000/- = 6900/-	31.03.2018 10.00 a.m.	09.04.2018 9.00 a.m.	09.04.2018 10.00 a.m.

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 **09.04.2018** 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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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> in the list of items along with Specifications which our Corporation intends to purchase on consignment basis during the entire Rabi season
2. The bidder can offer bid only for **RCH-773 BG-II, RCH-776 BG-II, RCH-602 BG-II, RCH-650 BG-II, 6588 BG-II, 6488 BG-II, US 51 Super BG-II, Ankur 3028 BG-II, Surpass 7172 BG-II, JKCH 8940, Ankur 3244 BG-II, Bioseed 105+, 73 C34, NCS 855 BT-II** Bt cotton hybrids identified by Department of Agriculture & Farmers Welfare, Haryana.
3. The bidder will have to offer Bt Cotton Hybrid seed wise separate rates, HSDC margin, packing size etc. The rates are to be quoted for F.O.R. supply at sale counters of HSDC in Haryana **on consignment basis**.
4. Seed stock being offered should confirm to the prescribed minimum seed certification standards.
5. The taxes, if any, applicable will be borne by the supplier.
6. Either the producer / supplier or the authorized Distributor can participate in e-tender. However, in case of authorized distributor, an authority letter from the producers / suppliers is must to be furnished / attached alongwith technical bid.
7. **The bidder will have to provide attested copies of seed license to sell.**
8. The bidder will have also to submit distinguished characters of the Bt cotton hybrid offered under sign & seal of concerned Breeder / authorized signatory along with yield potential and adaptability (area) etc.
9. In case of Bt. Cotton Hybrids, the supplier will have to furnish permission to sell issued by the respective authority before supply of seed to HSDC. The supplier will be solely responsible to fulfill all types of legal requirements as per the case may be.
10. A true representative sample for each Bt cotton hybrid be furnished at the time of opening of tender. The cost of sample drawn by any competent authority of the Government after supply will have to be borne by the respective supplier company.
11. **Every successful bidder will have to furnish lot wise test reports of the seed to be supplied.**
12. In case the successful Tenderer fails to supply the seed 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 by HSDC at their risk and cost.
13. 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.1,00,000/- 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.**
14. **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.**
15. Both the above fee i.e. tender document fee Rs.5900/- (including GST) and e-Service fee Rs.1000/- 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.

16. 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).
17. 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.  
The above norms of selecting L1 will be applicable separately for each Hybrid.
18. However, the competent authority of HSDC reserves the right to relax the above term to fulfill the requirement of respective seed in the interest of Corporation being "seed" a time bound / seasonal required input.
19. The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.
20. 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.
21. The quantities mentioned in the NIT or Tender Form may be decreased or increased at the sole discretion of the Corporation.
22. 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".
23. 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.
24. 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>
25. 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.
26. The supply of material shall have to be made exactly after issuance of supply order or before onset of sowing season of respective crop. The tenderer/bidder/producer is required to offer the confirmed quantity of seed/variety 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.

- 27 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**.
- 28 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) according to the terms mentioned in the purchase order. 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. 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.
- 29 The seeds are required to be inspected prior to dispatch. If are being 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 or not in ok condition. The supplier shall submit bills/invoices, receipts/ acknowledgement of the seed supplied, Lab Test reports issued by the inspecting authority /committee, if any, to HSDC after lifting the balance unsold stock at the end of sowing season for getting payment released.
- 30 HSDC will not be responsible for the deterioration in quality of seed due to storage, during transactions or otherwise.
- 31 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.
- 32 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.
- 33 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 tender and may be liable to be rejected. No tender will be considered unless and until all the documents are properly signed.
- 34 Supplier's offer should be valid for at least four months (according to sowing season). Supply of the entire quantity by the successful tenderer is required to be completed within stipulated period at given destination by HSDC.
- 35 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. In case of finding the seed offered,

sub-standard during sampling and testing by any competent authority the payment of respective lot will be withheld upto final decision.

- 36 The company will submit a certificate, before starting delivery of seed, to the effect that the rate offered for the supply of the Bt cotton hybrid seeds to the HSDC are their best rates and the seeds of these Bt cotton hybrid seeds will not be supplied to any other State/Corporation or the private dealers less than the rates offered to HSDC in Haryana state as well as in the country.
- 37 Payment will be released after getting all relevant documents completed from HSDC, supplier and release of payment from DOAFW, Haryana for the qty. which has been supplied to Department of Agriculture & Farmers Welfare, Haryana under any scheme or otherwise.
- 38 The successful bidder / supplier will have to lift the unsold stock immediately after the end of sowing season otherwise 10% - 20% payment will be held by HSDC until the balance stock is lifted. Moreover, 10% to 20% payment will also be held up until the maturity stage of crop sown by the seed offered / supplied by any successful bidder / supplier / producer
- 39 **The party who has been black-listed in Haryana 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.**
- 40 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.
- 41 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.
- 42 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**

Sr. No.	Name of BT Cotton Hybrid	Packing size offered	Quantity offered (in Nos. of packets)	Supply rate offered per packet	HSDC's margin per packet	Retail price per packet	Time schedule for delivery
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

As desired, a true representative sample for each item/ hybrid offered is separately enclosed.

Kindly looking forward to your order.

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 के सोनीपत, कैथल व जींद जिलों में कृषि एवं किसान कल्याण विभाग, हरियाणा की सी0डी0पी0 योजना के अन्तर्गत हरियाणा बीज विकास निगम विभिन्न बी0टी0 नरमा हाइब्रिड बीजों का निःशुल्क वितरण करेगा, जिसके लिए विभाग द्वारा चिह्नित बी0टी0 नरमा हाइब्रिड बीजों की कन्साइनमेंट आधार पर खरीद के लिए ऑनलाईन अल्पकालिक निविदा आमंत्रित की जाती है। 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 31.03.2018 सुबह 10 बजे से 09.04.2018 सुबह 9 बजे तक खुली रहेंगी। ऑनलाईन निविदाएं 09.04.2018 प्रातः 10 बजे निविदाकर्ताओं के समक्ष बीज भवन, बेज 3-6, सैक्टर-2, पंचकुला में खोली जाएंगी।

**प्रबन्ध निदेशक**