

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-Tender is invited for below mentioned seeds 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 processing fee (in Rupees)	Start Date & Time of Bid Preparation & Submission	Last Date & Time of Bid Preparation & Submission	Opening of technical bid
1.	Purchase of variety / Hybrid vegetable seeds	On consign-ment basis	Rs.1 Lakh	Rs.5900/- +1180/-= Rs.7080/-	23.06.2022 (09.00 a.m.)	07.07.2022 (10.00 a.m.)	07.07.2022 (11.00 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 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 **07.07.2022** at **11.00 AM** at HSDC, H.O, Panchkula. The bidders/tenderers or their authorised representatrives can be present at that time.

MANAGING DIRECTOR

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

1. Interested bidders are requested to see on the portal <https://etenders.hry.nic.in/> the items which Corporation intends to purchase on consignment basis.
2. The requirement of variety / Hybrid seeds of vegetable crops on consignment basis under departmental scheme for year 2022-23 and for general sale through HSDC sale counters. Separate rates should be quoted for each variety / Hybrid. The net rates are to be quoted for F.O.R. supply at sale counters of HSDC in Haryana.
3. The seed must meet minimum seed certification standards and should be out of fresh production only.
4. Only the Hybrids of vegetable seeds recommended for cultivation in Haryana should be offered.
5. The taxes, if any applicable will be borne by the supplier and all existing instructions of GST Act are to be followed strictly as applicable.
6. Only seed producer companies are entitled for participating in e-tender. The company have to submit authority letter in favour of only one distributor in case of seed have to be supplied through its authorized distributor / supplier and payment of the supplied quantity to be released to its distributor / supplier.
7. Every successful bidder will have to furnish lot wise test reports issued by Govt. authorized lab along with seeds supplied at HSDC's regional units.
8. All the required documents are to be uploaded online and no offline documents will be accepted. However, corporation may ask for any other document for verification and same may be submitted offline, if required.
9. Following documents / certificates are required to be uploaded for qualifying the Technical Bid:-
 - a) Breeder certificate for offered Hybrids of vegetable seeds issued by concerned Breeder with his seal and signature and average yield and yield potential of each hybrid.
 - b) Proof of varietal notification offered in tender.
 - c) documentary proof regarding of Source of seed for offered varieties.
 - d) The bidder must submit package of practices of each Hybrid offered in tender.
 - e) 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.
 - f) Authorization by the supplier company with clear instructions regarding supply of seed, issuing of bills, receiving payments etc. through itself / C&F / distributor etc.
 - g) The bidder will have to submit an affidavit on non-judicial stamp paper duly certified by the Notary stating that **“the firm (name of the firm) has not been blacklisted / debarred by any State Government Departments/Agencies or Central Government Departments/Agencies as on the date of submission of the bid in the present tender.”**
 - h) The Bidder 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 vegetable seeds 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 forfeiture of EMD and or legal action and consequences

thereof. Besides above, the lower rates will be applicable automatically.”

- i) 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, if required.
10. Copy of seed sale license of bidder / authorized distributor / C&F agent as per the case.
11. A true representative sample for each vegetable seed be furnished at the time of opening of tender. The cost of sample submitted to HSDC / drawn by any competent authority of Government will have to be borne by the respective supplier company.
12. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in/> to be eligible to participate in the e-Tender. **Bidder will be required to make online payment of Rs. One 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 seed sold.**
13. **The payment for Tender Document Fee of Rs.5900/- (including GST) and processing fee Rs.1180/- shall be made by eligible bidders/producers online directly through Debit Cards & Internet Banking Accounts.**
14. Both the above fee i.e. tender document fee Rs.5900/- (Rupees Five Thousand Nine Hundred only) including GST and processing fee Rs.1180/- (Rupees One Thousand One Hundred Eighty 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.
15. The Payment for document fee/ processing 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. For obtaining Digital Certificate, the Bidders should follow Point No.2 under “Instructions to bidder on Electronic Tendering System as per IT Act 2000.”
16. The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in/>.
Online Technical Envelope – Reference details of the Earnest Money Deposit, Tender Fee and Processing fee instrument and scanned copy of supporting documents.
17. **The Government / Semi- Government / Government Cooperative Organizations are exempted to deposit EMD / Security and may also offer their tenders offline in sealed envelopes separately for technical bid and financial bid.**
18. 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 online 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://etenders.hry.nic.in/>
19. The items / quantity mentioned in the NIT or Tender Form may be deleted / decreased / increased at the sole discretion of the Corporation.
20. 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).

The below mention term at point no. 21 will not be applicable for varieties only and not for hybrid seeds:-

21. 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.

Since, the Hybrid vegetable seed are monopolistic items / brand hence, L1 of each hybrid will be separate.

22. 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.
23. The supply of material shall have to be made as per the time schedule given by the Department of Horticulture / 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.
24. 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.
25. 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 cancelled.
26. 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.**
27. Authorized representative of HSDC may inspect the seed, test report and other documents before dispatch of seed.
28. 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.
29. The supplier will submit the bills of seed in favour of concerned units along with lot wise test report. The supplier will also issue credit notes at the time of lifting of unsold stock of seed.
30. **The 80% part payment on account of seed sold will be made to the supplier firm on the basis of sale report given by the mktg. section and receipt of subsidy portion from the concerned department. The balance 20% final payment will be made after reconciling the accounts and receiving the required documents i.e. bills, credit notes, & GRs from the field units and receipt of subsidy portion from the Government (if any).**
31. Part / full payment / EMD / security may be withheld by HSDC in case of any complaint of the seed supplied from any farmer or department to the extent as deemed fit by the Competent Authority.
32. HSDC will not be responsible for the deterioration in quality of seed due to storage, during transactions or otherwise.
33. The supplier will be sole responsible for all quantity and 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 / compensation / penalty all such consequences.

34. 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.
35. 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.
36. Supplier's offer should be valid for the year 2022-23 and may be increased or decreased as per approval of Competent Authority (according to the sowing season and demand).
37. **The party who has been black-listed in seed business 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. 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.**
38. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://etenders.hry.nic.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.
39. 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:-

Tel. 0120-4001 002, 0120-4200 462

Mob. 8826246593

E-mail : support-eproc(at)nic(dot)in

Department Contact No. 7988085114

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 Form available at <https://etenders.hry.nic.in/>

(For Guideline of online payment please refer to instruction at "Bidder Manual Kit" at the portal on <https://etenders.hry.nic.in/>

MANAGING DIRECTOR

TENDER FORM

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

Name of crop	Name of 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.)
1	2	3	4	5	6	7

As desired true representative sample for each crop offered is separately enclosed.
Kindly looking forward to your order.

(Stamp / seal of the authorized signatory)

Performa for Technical Bid

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

Sr. No.	Name of the Documents to be uploaded	Bidder's Response Yes/No
1.	Proof of varietal notification	
2.	In case of variety documentary proof regarding of Source of seed	
3.	Breeder certificate for offered Hybrid vegetable seeds issued by concerned Breeder with his seal and signature with average yield and yield potential of each hybrid.	
4.	Affidavit for responsible person for quality and legal issues.	
5.	Authority letter for distributor (if applicable)	
6.	Affidavit for non-blacklisting	
7.	Undertaking for best rate offer	
8.	Seed sale license	
9.	Representative sample	
10	The bidder must bring original documents at the time of opening of tender for verification of the committee, if required	

(Stamp / seal of the authorized signatory)