

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 or
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 to be procured on consignment basis	EMD to be deposited online (in Rs.)	Tender Document Fee and Processing fee	Start Date & Time of Bid Preparation & Submission	Last date of submission of Tender	Opening of technical
1.	Bt. Cotton Hybrids recommended for Haryana	Rs. 1 Lakh	Rs.5900/- (including GST) +1180/- = 7080	28.03.2022 (09.00 a.m.)	12.04.2022 (10.00 a.m.)	12.04.2022 (11.00 a.m.)

EMD exempted for Govt. organizations.

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 **12.04.2022 (11.00 a.m.)** at HSDC, H.O, Panchkula. The bidders/ tenderers or their authorized representatives 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/> for the item along with Specifications which our Corporation intends to purchase on consignment basis during the entire Kharif season.
2. The bidder will have to offer Bt Cotton Hybrid seed wise separate rates. The rates are to be quoted for F.O.R. supply at sale counters of HSDC in Haryana **on consignment basis.**
3. Seed stock being offered should confirm to the prescribed minimum seed certification standards and should be out of fresh production and recommended for Haryana cultivation.
4. The statutory deductions shall be borne by the supplier.
5. Only seed company/firm can apply its bid in this online e-tender. However, any bidder can authorized its one distributor for supplying seed, issuing bills, taking payments etc. on behalf of bidder. In that case company will have to issue an authority letter in favour of authorized distributor with specified and clear cut terms.
6. GST shall also be applicable as per the GST Act and amendment thereof time to time.
7. GST/PAN no. of company/firm.
8. **The bidder will have to provide copy of seed sale license.**
9. The supplier will have to furnish permission to sell certificate 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 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. 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.”**
12. The producer / supplier / distributor will have to submit an undertaking / certificate of best rate in the below mentioned format:-

“It is to certify that we have offered our best rates for supply of Bt Cotton hybrid 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”.

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/-(one lakh only) 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.** The EMD of un-successful tenderer will be refunded after completion of tender process and EMD of successful tenderer will retained as security amount and same will be refunded after final payment of the seed supplied to HSDC.
14. **The payment for Tender Document Fee of Rs.5900/- (including GST) and Processing Fee Rs.1180/- shall be made by eligible bidders/producers online.**

15. **The Govt. Agencies are exempted for EMD deposition and may also offer their tenders off-line in sealed envelope separately for Technical Bid and Financial Bid.**
16. Both the above fee i.e. tender document fee Rs.5900/- (including GST) and Processing fee Rs.1180/- 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.
17. 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).
18. 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. However being monopolistic nature of BT. Cotton Hybrids the above norms of selecting L1 will be applicable separately for each Hybrid.
19. The Payment for document fee/ Processing fee can be made by eligible bidders online.
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. 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://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.
23. 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://etenders.hry.nic.in/>
24. 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.
25. The supplier will be sole responsible for all quantity and quality parameters of seed offered and supplied to HSDC. In case of any complaint / court case / legal action/ penalty imposed due to substandard / poor quality / rate differentiation etc. of seed the supplier shall bear the entire losses / damage and compensate all such consequences (if any) to HSDC and farmers.
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 in form of forfeiture of EMD/ security.

27. All documents submitted online must be signed by tenderer / bidders
28. 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**.
29. 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 destination(s).
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. Supplier's offer should be valid upto entire season/demand of BT cotton (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.
34. The supplier will submit the bills of seed at the time of supply in favour of concerned units along with lot wise test reports. The supplier will also issue credit notes at the time of lifting of unsold seed.
35. 80% part payment on account of seed sold will be made to the supplier on the basis of sale report given by the mktg. section and receipt of subsidy portion from the concerned department. The balance 20% i.e. final payment will be made after reconciling the accounts and receiving the required documents i.e. bills, GRs, credit note from the field units and receipt of subsidy portion from the Government (if any).
36. Part / final payment / EMD / security will 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.
37. **The party who has been black-listed in Haryana/other states 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.**
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 help to participate in online tenders they can contact at Help Desk in below mentioned address:-

Telephone: 0120-4200462, 0120-4001002

Mobile: 88262465593

Email: [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

Department Contact No. +91-9417669911

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 on portal <https://etenders.hry.nic.in>).

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MANAGING DIRECTOR

Financial Bid

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 in Rs.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Perfoma for Technical Bid:

To

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

Sr. No.	Name of the Document to be uploaded	Bidder's Response YES/NO
1	Authority letter for distributor	
2	Undertaking for best rate offer	
3	Seed sale license of distribution / producer / supplier	
4	Representative sample(at the time of opening of bid)	
5	Affidavit of Non-blacklisting	
6	Permission to sell of Bt Cotton(before supplying the seed) in Haryana.	
7	PAN no. of company/firm	
8	GST no. of company/firm	