



**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 E-mail: hafed@hry.nic.in
Web-site: www.hafed.gov.in



SHORT TERM TENDER

Hafed invites short term tenders under two bid system for purchase of reputed brands of Agro Chemicals and other items i.e. Tricontinol 0.05%, Pinoxaben 5.1% EC, Fenoxaprop P Ethyl 10% EC, Mycorihzal Bio-fertilizers, Sulphar 90% WG, on 100% consignment basis for Rabi-2013-14 (upto 31.3.2014) for sale through Cooperative Network. The offers can be submitted by manufacturers/ formulators only as per the terms and conditions given in the bid document available from Hafed H.O., Panchkula, at cost of Rs.500/- in cash or a bank draft favoring Hafed payable at any scheduled bank at Panchkula and Chandigarh, to reach Addl.GM(Inputs), Hafed Panchkula latest by 11:30 AM on 29.11.2013. Technical bids will be opened on the same day at 12.00 Noon. Bid document can also be downloaded from Hafed Website www.hafed.gov.in in which case its costs i.e. Rs. 500/- should be submitted along with the technical bid. The financial bid of only those parties, who qualify in the technical bid, will be opened at 2:30 PM on the same day. Hafed reserves the right to accept or reject any or all tenders without assigning any reason.

MANAGING DIRECTOR

Bid Document

The two bids offer i.e. Technical and Financial Bid is to be submitted through tender form, which can be downloaded from the website www.hafed.gov.in or from Hafed Corporate Office, Sector-5, Panchkula. In case, the Tender form downloaded from the website then the cost of tender fee should be submitted alongwith Technical Bid.

The Technical Bid and Financial Bid be put in separate envelop by super scribed as "Technical Bid" and "Financial Bid". Both the Technical Bid envelop and envelop of Financial bid should put in one envelop by super scribed as "Tender for arrangement of Agro Chemicals and other items on 100% consignment basis."

A) Technical Bid

In **Technical Bid** following valid documents are required:

1. C.I.B registration certificate for the product.
2. Manufacturing licence of the company.
3. Permission to stock/sell/exhibit insecticides in Haryana from the Agriculture Deptt.
4. Letter of undertaking regarding charging of same rates from Hafed as being charged from other Govt. agencies/ authorized distributor of Company in Haryana
5. Authority letter in favour of representative indicating his phone no. and designation, for supply of documents/bidding and negotiations, if any.
6. The copy of PAN no.and TIN no. of the tendering company alongwith proforma invoice.
7. Proof of godown in Haryana from where billing will be done.
8. DD of Rs. 1.00 lac on a/c of EMD by way of Demand Draft in favour of The Haryana State Cooperative Supply and Marketing Federation Limited payable on any scheduled bank at Chandigarh/ Panchkula
9. The testing protocol of the offered products should be provided.
10. No conditional tender will be accepted.
11. In case, the Tender form downloaded from the website then the cost of tender fee i.e Rs. 500/- (Rs. Five hundred only) (non refundable) in the shape of Demand Draft should be submitted alongwith Technical Bid.

B) Financial Bid

Financial bids should be submitted in a separate sealed envelopes by subscribing "Financial Bid" on the envelope

Financial Bid of only those suppliers will be opened, who will qualify in Technical Bid.

The tender shall be opened in the Hafed Corporate Office, Sector-5, Panchkula.

Dated

**The Managing Director,
Hafed, Corporate Office,
Sector-5,
Panchkula**

Sub: Performa for Financial Bid.

Sir,

I/We, hereby offer to supply the following material/goods as per terms & conditions prescribed by you, in your tender document which is duly acceptable to our firm.

S.N	Technical name of the Product offered	Brand name of product offered	Net Supply rate to Hafed on FOR destination i.e CMS/PACS	Net proposed farmers sale rate
1	Tricontinol 0.05%			
2	Pinoxaben 5.1% EC			
3	Fenoxaprop P Ethyl 10% EC			
4	Mycorihzal Bio-Fertilizer			
5	Sulphar 90% WG			

Thanking you,

Yours faithfully,

Encls: As above

(Name)
Address _____

With seal/ stamp
Fax No. _____
Mobile _____

NEGOTIATED OFFER

We hereby submit our negotiated offer as per terms & conditions of Hafed as under:

Sr.N	Technical name of the Product offered	Brand name of product offered	Net negotiated supply rate to Hafed on FOR destination i.e CMS/PACS	Net Proposed farmers sale rate
1	Tricontinol 0.05%			
2	Pinoxaben 5.1% EC			
3	Fenoxaprop P Ethyl 10% EC			
4	Mycorihzal Bio-Fertilizer			
5	Sulphar 90% WG			

Thanking you,

Yours faithfully,

(Name)

Address_____

with seal/ stamp

Fax No._____

Mobile _____

Tender Document

1. Cost of Tender Rs.500/- (Non refundable)
2. Last date of receipt of tender 29.11.13 by 11.30 a.m.
- 3.(i) Time and date of opening of Technical Bid 29.11.13 by 12.00 noon
- (ii) Opening of Financial Bid of successful bidder 29.11.13 by 2.30 p.m. of various items.
4. Name of items offered for purchase.

Sr. No .	Name of item (weedicides/pesticides/insecticides)	Specifications	Qty. Req.	Earnest money to be deposited
1	Tricontinol 0.05%	As per specifications of product approved by BIS/CIB Faridabad. <u>The testing protocol should be provided along with Technical Bid</u>	90,000 kg	Rs.1.00 lakh in case of one or more items offered. However, successful tenderer will deposit security of Rs.2.00 lakh out of which an amount of Rs.1.00 lakh deposited towards EMD will be counted towards security.
2	Pinoxaben 5.1% EC	-do-	30,000 acre doze	-do-
3	Fenoxaprop P Ethyl 10% EC	-do-	500 acre doze	-do-
4	Mycorihzal Bio-Fertilizer	-do-	50,000 kg	-do-
5	Sulphar 90% WG	-do-	50,000 kg	-do-

5. The tenderers should give full details of their product along with their specifications by clearly mentioning the recommended dosage norms and by mentioning the specific packing in which the product is being offered and also provide testing protocol of their offered product.

a) Hafed is to make arrangement of above mentioned Agro Chemicals/micronutrients etc for supply to CMS & PACS in Haryana on 100% consignment basis against specific requirement of CMS/PACS for a particular brand.

b) The offers are to be given by only Manufacturers/ Formulators on 100% consignment basis under two bid systems.

c) Agro chemicals/ pesticide and other products offered to Hafed for sale should be of fresh preparations and are not more than 3 months old from date of supply.

d) Furnishing of requisite document for getting addition of manufacturers name in the licence of Coop. Marketing Societies shall lie with the manufacturers. The firm will issue authority letter to the sale outlets of Hafed/CMS/PACS for carrying out the sale of their product.

e) **The supplier will give an undertaking in Financial Bid that the rates being charged from Hafed are the same as have been charged from other central/ state Govt. institutions/ Coop. sector undertaking/their distributor. They will monitor the matter regarding sale of these products by their distributor's and will ensure that they will sell at a rate not less than the rate at which Hafed is selling their product through CMS/PACS. The firm will take effective steps in controlling the sale rate variation i.e. in- between market rate and sale rate fixed for farmers as it affects the reputation of supplier as well as of Hafed.**

d) Validity: Financial Bid shall be valid for three months Hafed reserves the right to place the repeat order for additional quantity of material for which the rates have been quoted. The suppliers shall be bound to make the supplies for additional quantity for which supplier will be given 15 days prior intimation for arranging additional requirement.

The details of material offered by the supplier on receipt of supply order indicating batch no., quantity of material offered, DOM, DOE and place of pre-dispatch inspection to H.O. with a copy to GM, HPT.

e) The company will take all necessary steps for promoting their product by deputing sufficient number of sale representatives for providing detailed information to the farmers/ end users by way of demonstration or by circulation of their literature about the method of application of their product i.e. as to when to use, where to use and how much to use. In the event of complaint received from any society / Mini Bank / Distt. Office etc. about the ineffectiveness of the product, the company shall be informed accordingly. The company, in turn, shall take all remedial measures to sort out the problem of the complaint concerned. All the problems relating to the efficacy of the product will be of the company even if the sample of their product has been found satisfactory or conforming to the required specification by HPT Lab. or any Govt. approved lab. In case any complaint is made by any person in the Consumer Court or before any competent authority regarding ineffectiveness of the product, the responsibility to defend the case will be that of the company. In such cases Hafed would be at liberty to withhold the payment of the stocks against which the such complaint is received till the finalization of the complaint.

6. The original copy of the Tender alongwith the documents required under Technical Bid is to be kept in one sealed envelope superscribed "A" Technial Bid and the Financial Bid will be kept in another sealed cover superscribing "B" Financial Bid.

Both these envelopes will be packed in another envelop super-subscribing “Tender for arrangement of Agro chemicals and other items on 100% consignment basis.”

7. Earnest Money: The Technical Bid must be accompanied with the requisite earnest money of Rs.1 lac in the form of Bank Draft/pay order drawn in favour of The Haryana State Cooperative Supply and Marketing Federation Limited, Panchkula or Chandigarh. Technical Bid not accompanied with the earnest money shall be rejected. The earnest money of unsuccessful Bidders will be refunded after the finalization of the tenders. However, no interest, whatsoever, shall be paid on the earnest money by Hafed.

8. Rates: The rates given in Financial Bid should be FOR destination for the destinations and inclusive of all taxes. The material to be supplied shall be on 100% consignment basis.

9. Payment: Since the supplies are to be made on consignment basis therefore **payment of Agro Chemicals and the other products sold shall be made depending upon actual sale through Bank Draft after deducting the Bank charges.**

Simultaneously, the suppliers will also ensure to develop system of collecting sales figures in writing from Mini Banks and Societies. Based on the available information the bill will be raised for arranging payment. The bill should be submitted by supplier to District Office and it will ensure that bills are submitted timely alongwith details of sale made at the level of various Mini Banks/PACS.

Similarly, the payment will be released by end of the season. Unsold stock will be lifted back by the supplier for which concerned D.M's will make necessary arrangement by arranging to get the unsold stocks lifted and getting it accumulated at one place. Thus based on the actual sale conducted at the level of Mini Banks/RHA payment will be made by following below mentioned system.

- f) The supplier will supply the material to Mkg. Socy. on consignment basis against a challan in favour of concerned Society as a good receipt from the supplier by that society which should also be countersigned by the Manager of the Society, besides signing by the other representative and will mention on the challan specifically as “ Stock received on consignment”.

A copy of this challan will be supplied to the concerned Distt. Manager who will maintain a CSR (Central Stock Register) Society wise/ kind wise/ supplier wise on the basis of receipt given by the society. The batch No. of the material supplied should also be mentioned.

Before effecting supply of stock, concerned D.M's of Hafed will provide necessary ST-38 form, if required, by the supplier.

- a) On sale of such agro chemicals and other products the society will submit fortnight sale and stocks statement of fungicides along with the bank credit advise of sale amount in favour of Distt. Office for the sale made during the period, which will be accounted for in CSR as well as in Account Books of Distt. Office by issuing sale bill in favour of society by contra credit to respective sale.

- b) On the basis of the sale bill the Distt. Office will get purchase bill of the supplier. The Distt. Office will ensure issuance of sale certificate on the same performa of lifting certificate issued for fertilizer lifting which should be in quadruplicate i.e. original for payment by H.O. duplicate for Accounts Branch of Distt. for checking the purchase bill of party third for party and fourth copy for the Assistant who will maintain the CSR.

- c) The ST-14 Forms or which ever is applicable will be collected by the District Office before issue of the sale certificate to the party. After completion of the above formalities Distt. Office will issue a credit Advice along with the sale certificate in favour of Inputs Division, H.O., Hafed Panchkula for releasing the payment to the

party after deducting the expenses incurred by Distt. Office on the behalf of supplier as per terms of the supply order. The Distt. Office will mention on the credit Advice about Batch No. its qty. as supplied by the party.

ii) While issuing receipt, the Mkg. Socy. Will ensure that the condition of stocks of material is in order and the seals intact. If the seals are found as tempered with or in leaking condition then the supplier would be immediately informed for lifting back of the material as such stock would not be recommended for payment.

iii) Marketing society will make the supply to Mini Banks within two days on receipt of material by making their own transportation and the transportation cost will be borne by the society.

iv) Intimation about receipt of material will be sent by concerned Distt. Office to H.O. within 7 days poitively.

v) Weekly sale report indicating bill No. quantity wise brand and name of the supplier will reach Head Office on every Monday by 12.00 Noon positively even through special messenger.

vi) Payment will be made by H.O. as mentioned in the payment clause based on the actual sale against the receipt of credit advice from the Distt. Office concerned as per the previous accounting procedure. It will also be ensured by the recipient D.M. that that material conforms to the required specifications as per the test report of Govt. approved lab. before sending the credit advice to H.O. for payment.

Lifting of unsold stocks: The societies will ensure that the unsold stocks from Mini Banks are collected timely and if any of the material is not returned by society and remain with the Mini Bank after a particular date is fixed for the purpose then non return of the material will be considered as sale.

In case any unsold stock is found to be undelivered then it will the personal responsibility of the concerned Manager of the Marketing Society and distt. Office. It

will, therefore, desirable that the unsold stocks from Mini Banks is collected by the society positively before the date fixed, Concerned DMs will provide ST-38 form to the supplier if required by them. For genuine leakage suppliers will be responsible and if stock are found to be tampered then the supplier will not be responsible for the leakage and responsibility of Distt. Office / Society / Mini Banks will be fixed. The unsold stocks will be lifted by the supplier from the Coop. Mkg. Society at their cost after taking prior permission in writing from D.M. concerned or his representatives.

10. Guarantee: The firm will be responsible for any complications arising, if any, after use of material by the farmers supplied by them. In the event of receipt of complaint from any PACS/ Society/Mini Banks/Distt. office etc. about the ineffectiveness of the product the company shall be informed accordingly. The company in turn shall take remedial measure to sort out the complaint. All the problems relating to efficacy of the product supplied will rest with the company even if the sample analysis of the product has been found satisfactory or conforming to the required specifications by any Govt. approved Lab. In case the complaint is made by any person in the Consumers Court or before any competent authority regarding ineffectiveness of the product, the responsibility to defend the case legally or otherwise will be of the company. The supplier will be liable to indemnify Hafed/CMS/PACS for any loss caused to Hafed/CMS/PACS on a/c of defective pesticides/ insecticides and other products and in such case Hafed will be at liberty to withhold the payment of such stocks for that quantity against which such complaint is received till the finalization of the complaint. **Supplier Company/ Manufacturer will submit a Indemnity Bond on Stamp Paper as per prescribed format enclosed, duly attested by 1st class Magistrate in favour of "The Haryana State Cooperative Supply & Marketing Federation Limited, Corporate Office, Sector-5, Panchkula" before supply of the material to Hafed which is regarding**

ensurance of quality/ efficacy of the material supplied by Supplier Company/ Manufacturer.

11. Inspection & sampling: Immediately on the receipt of order, the supplier will offer the material for inspection and sampling as per enclosed procedure. Three samples of the material will be drawn by a Committee. The samples will be drawn at firm's godown before dispatch of material. One sample will be tested in Independent lab/Govt. approved lab. Second sample will be retained by the plant and the third will be given to the supplier after properly sealing the sample and putting the signature of the committee members. Since the material is required to be tested in any Govt. approved lab. therefore supplier firms will give us copy of registrations certificate so as to enable Hafed to go for testing of various parameters at the time of receipt of material. Supplier firm should have valid sales permission for sale of their product in Haryana State. At the time of drawing samples, a report will be prepared by the committee members indicating the batch No. Name of the supplier, quantity of material supplied, place at where sample has been taken etc. The testing charges from independent lab will be borne by supplier. After drawing of sample, the supplier in consultation with concerned Distt. Manager will arrange to supply the material to Mkg.Society and Mkg. Society will ensure that material is sent to Mini Banks immediately within 3 days positively. Alternatively, the supplier after taking the consent of concerned Distt. Manager can place the material with Mini Banks directly at their level to avoid the delay in placement of material for which Hafed will not make payment of transportation charge if incurred extra by the supplier. In that case it will also be responsibility of the supplier to provide necessary details of the material, Mini Bank – wise to concerned Distt. Manager of Hafed & Manager, Marketing Societies in writing.

It has also been observed that some times supplier shift the material from one Mini Bank to another Mini Bank during the season in case of non-sale of material at a

Particular place. Intimation in writing should be given by the supplier to concerned D.M. of Hafed, Manager, and Marketing Society.

In addition to this Random destination sampling from the stocks supplied at Hafed, CMS, Mini Banks/PACS will also be done by the authorized representative/representatives of Hafed H.O. as per sampling procedure. The cost of sample and charges testing of these random samples shall be borne by supplier.

12. Incomplete offer/ offers not conforming strictly in the manner prescribed / offer not submitted on prescribed Tender Form or late/ delayed tender shall not be considered and shall be summarily rejected.

13. Conditional Tenders will be summarily rejected and the EMD will be forfeited.

14. Security: Successful Bidders to whom order is placed will be required to deposit security of Rs.2 lacs out of which Rs. 1 Lacs deposited towards earnest money will also be counted towards security.

15. Refund of Security: Security shall be refunded after obtaining no objection certificate from the D.M. concerned and from all the agency where material has been supplied after 90 days from the date of completion of supply. If payment against supplies/ securities is made by Demand Draft, the Bank charges will be borne by the supplier.

The Bidder will deposit the security a fresh against this tender, No. adjustment of money lying with Hafed on any other account whatsoever will be permissible.

Hafed reserves the right to negotiate with the tenderers after opening of Financial Bid.

16. Jurisdiction of courts in case of dispute: The jurisdiction of Courts will be at Panchkula.

17. Arbitration: In case any dispute arise between Hafed and the parties in connection with order relating to this case, it will be referred for arbitration to the Registrar, Cooperative Societies Haryana, whose decision shall be binding on both the parties.

(Sign)

Name & Complete

Address of Manufacturing Firm
Telephone No.& Fax No.
Licence No.
(Rubber seal of the firm)

Sampling procedure

- a. After receipt of supply order from H.O., the supplier will offer the material for pre-inspection at their godown premises in Haryana indicating batch no., DOM, DOE and offered quantity of each batch no. separately to H.O. under intimation to GM, HPT, Taraori.
- b. After this H.O. will depute authorized H.O. representative and will coordinate for pre-despatch inspection at the supplier's godown by associating supplier's representative.
- c. After pre-despatch inspection the committee will forward inspection note of samples alongwith samples drawn to H.O. for the purpose of testing of samples from labs.

INDEMNITY BOND

This deed of Indemnity made at (City), the _____ day of _____ between (1) _____ (name and complete address of the supplier) hereinafter referred as the 'supplier' (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors and/or administrators) of the one part and the Haryana State Cooperative Supply and Marketing Federation Limited hereinafter referred to as the said society registered under the Punjab Cooperative Societies Act 1961 having its registration No.656 of 1966 and having its registered office at Panchkula, hereinafter referred to as the "Hafed" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors) of the other part.

Whereas the supplier applied the tender for supply of _____ to Hafed for Rabi-2013-14 (upto 31.3.2014) on 100% consignment basis and submit the undertaking as under:-

And whereas Supplier will take all remedial measures to sort out the problem of complainant if received from any society/PACS/Hafed/District office/Farmers etc. about the ineffectiveness of the products. All the problems relating to effectiveness of the Pesticides/Weedicides etc will be that of the supplier even if the sample of their product has been found satisfactory or conforming to require specification by any Government approved Lab.

And whereas in case any complaint is made by any person in Consumer Court or any other Court of Law or before any competent authority regarding the ineffectiveness of the product, the reasonability to defend the case will be that of the supplier. The supplier will be responsible not only for the quantity/quality of the Pesticides/Weedicides etc supplied but also for any consequences/legal action in case any claim is lodged with Hafed regarding the same, being defective/ineffective. The supplier shall also be responsible for payment of compensation costs etc. over and above the liquidated expenses, if any, that may be initiative of consumer/farmer in case of Pesticides/Weedicides etc failed to show effectiveness or any other defect. The supplier shall be liable to indemnify

Hafed/CMS/PACS for any loss caused to Hafed/CMS/PACS on account of defective Pesticide/weedicides etc (Name of the products brand name to be supplied_____). In such cases Hafed/CMS/PACS would also be at liberty to withhold the payment of the stocks against which such complaint is received till the finalization of the complaint.

And whereas in case of any breach/non-adherence /non compliance of any terms and conditions of the tender documents as laid down by Hafed, if any loss is caused/sustained toHafed/CMS/PACS the supplier shall be bound to indemnify the Hafed/CMS/PACS against all losses/cost/damages etc. and other expenses are incurred by Hafed/CMS/PACS.

Now this INDENTURE WITNESSTH that in consideration of the Hafed, accepting the said terms and conditions as regard to supply of Agro chemicals as the sole member of the aforesaid firm the supplier and each of them-supplier hereby covenant with the Hafed that the supplier shall and will indemnify and keep the Hafed fully and effectively indemnified from and against all claims demands, actions, suits and or proceedings that may be made or taken by any person, body or authority claiming any loss in respect of damages that may be caused to and or cost, charges and or expenses that may be suffered or incurred by the Hafed as regards the said supply of Agro Chemicals.

In witness whereof, the supplier has hereunto set their hand the day and year first hereinabove written.

(Sign)

Name and complete address of supplier

Telephone No._____

Fax No._____

(Rubber seal of the firm)

In presence of _____

(First class Magistrate)