



BIHAR RAJYA BEEJ NIGAM LTD.

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
Tele/Fax: 0612-2547066 Website: brbn.bih.nic.in E-mail: brbn.bih.mail@gmail.com

NOTICE INVITING TENDER NO. – PROCESSING- 01/2017

Sealed tenders are invited in prescribed Tender Form from reputed Manufacturers/ Suppliers/Authorized Agents for supply of following items of packing material. Tender must be submitted in two bid system, Technical Bid and Price Bid.

Tender No.	Sl. No.	Description of Items	Cost of Tender document	Amount of EMD (in Rs.)	Last date of collection of tender form	Date of Dropping	Date of Opening
Tender No. 01/2017	1	B. Twill Bags	Rs. 1000/-	2,46,000.00	06/03/2017	07/03/2017 up to 13.00 Hrs.	07.03.2017 at 15.30 Hrs.
	2	Jute Canvas Bags		78,850.00			
	3	Jute Canvas Bags		3,38,520.00			
	4	Jute Canvas Bags		57,740.00			
Tender No. 02/2017	1	Chemical THIRAM (ISI Marked) (Tetramethylthiuram Di sulphite TMTD)	Rs. 1000/-	33,120.00	07/03/2017	08/03/2017 up to 13.00 Hrs.	08.03.2017 at 15.30 Hrs.

The Tender Document containing Tenders forms, specification, terms and conditions etc. can be obtained from the Registered Office, Bihar Rajya Beej Nigam Limited, 6th Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna on payment of Rs. 1000/-(One Thousand) only (Non Refundable) through cash or Demand Draft in favour of Bihar Rajya Beej Nigam Ltd, Patna. Tender Document can also be downloaded from Bihar Rajya Beej Nigam's website www.brbn.bih.nic.in and Agriculture Department, Govt. of Bihar's website www.krishi.bih.nic.in for which the bidders shall have to deposit the cost of Tender Document in the shape of Demand Draft in the form of Demand Draft/Banker's cheque drawn in favour of Bihar Rajya Beej Nigam Ltd. Payable at Patna executed by any of the Nationalized Banks/Commercial Banks. Tender without payment of Tender cost & EMD will be summarily rejected. Tender document containing, eligibility criteria, terms and conditions, technical bid, price bid (financial bid) etc. are available at Bihar Rajya Beej Nigam Limited web site www.brbn.bih.nic.in and Agriculture Department, Govt. of Bihar's website www.krishi.bih.nic.in.

BRBN reserves the right to increase or decrease the quantity or reject any or all the tenders without conveying any reason to tenderer.

sd/-
Chief of Processing

TENDER NOTICE NO.: PROCESSING-01/2016-17

Tender No.: 01/2017



Name of work : Purchases of different types of Bags like Jute canvas bag & B.Twill bags, HDPE, Non Woven cotton cloth for packing of seeds under two packet system.

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TENDER NOTICE NO.: PROCESSING-01/2016-17

Tender No.: 02/2017



Name of work : Purchases of Chemical under two packet system.

BIHAR RAJYA BEEJ NIGAM LTD.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg, Patna-800001(BIHAR)
Tel./Fax: 0612 2547066, web site, brbn.bih.nic.in email- brbn.bih.mail@gmail.com



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Tender Notice No.- Processing-01/2017

Tender No. 02/2017

Tender Paper For Chemical Thiram 75%

M.R. No/DD No.....Dt.....Price Rs. 1000/-(Rupees One Thousand) only non-refundable.

Sold to.....

.....

Signature of Cashier

Note:

1. The tender document may be obtained from **Head Office, Patna** on all working days (Saturday and Sunday are holidays) between 9:30am to 6:00pm
2. Tenders can be dropped in prescribed tender boxes placed in the offices of Bihar Rajya Beej Nigam Ltd. Patna up to 13.00 Hrs. on date of dropping i.e. 08.03.2017 and technical will be opened on 08.03.2017 at 15.30 Hrs. in the office of Managing Director, Bihar Rajya Beej Nigam Ltd. Patna in presence of tenderers or their authorized representative present at the time of opening of the tender. If the office is closed on the stipulated date and time due to some unforeseen holiday, tender will be dropped and opened on the next working day at the same place & time respectively.
3. Tender can also be sent to BIHAR RAJYA BEEJ NIGAM LIMITED, 6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR) by registered post/speed post/courier service to reach before 13.00 Hrs. of the date of dropping. However, BRBN will not be responsible for non receipt or delayed receipt of such tenders.



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BRBN reserves the right to increase or decrease the quantity or reject any or all the tenders without conveying any reason to tenderer.

Chief of Processing



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Tender Notice No.- Processing-01/2017

Tender No. 02/2017

Tender Form

(To be filled up by Tenderer)

1. Name of the work -
2. Tender for the supply of
3. Name of Tenderer-
(in block letters)
- 3- Father's Name -
- 4- **Present Address:-** Ph/Mob. No.....
E-Mail ID:
- (a) Village/Mohalla -
- (b) P.O -
- (c) P.S -
- (d) District -
- 5- **Permanent Address:-**
(a) Village/Mohalla -
- (b) P.O -
- (c) P.S -
- (d) District -
- 6- (a) Amount of Earnest Money - Rs.....
(b) Bank Draft Details:
No.- Date-
Issuing Bank

Tender's Signature



BIHAR RAJYA BEEJ NIGAM LIMITED

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Tender Notice No.- Processing-01/2017

Tender No. 02/2017

Sealed tenders are invited from manufacturers/authorized dealers for supply of following items:-

Tender No.	Name of Item	Common Name	Packing Size	Quantity	Earnest Money (in Rs.)
Tender No. 02/2016-17	Thiram 75% WS (With ISI Mark) with a Shelf life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time	THIRAM 75%W.S.	5 kg., 10 Kg., 15 gm, 20 gm	6900 Kg.	33,120.00

Note: The number/quantity of items may vary.

GENERAL TERMS AND CONDITIONS

- As per Bihar Financial Rules the tender should be submitted in two bid system(Technical & Financial bids) in separate envelop **for each item** in prescribed Technical bid form-1, Financial bids form 2 as enclosed. The Technical Bid & Financial Bid should be **sealed over separately for each item & put into a bigger envelope**, addressed in manner given in Para 17 of the terms & conditions. The name & address of the bidder should also be written/ printed on the cover of the envelopes containing Technical & Financial Bids.
- 1.1. Technical Bid should contain all the technical details along with proof of specification of the tendered items with **original** brochures & catalogue, ISO Registration Certificate, Earnest Money Deposit (EMD) & other supporting papers etc. (as applicable) except financial part of tendered item.
- 1.2. Financial Bid should contain price of the quoted items in the prescribed format (Financial bids form 2) dully completed in all respect.
2. Bidders are required to be registered in the Income Tax Department & in the Sales Tax Department of Concerned State also as per state government norms
3. Except successful bidder the EMD will be return to the Firms after completion of the tender formalities.
4. **EARNEST MONEY/BID SECURITY**
 - The tender shall be accompanied by interest free EMD of **Rs. 33,120.00 only** in the form of Demand Draft/Banker's cheque drawn in favour of Bihar Rajya Beej Nigam Ltd. Payable at Patna executed by any of the Nationalized Banks/Commercial/Schedule Banks. Tender without EMD will be summarily rejected.
 - Any outstanding amount of the tenderer , if due with BRBN for payment/release, will not be entertained/considered for EMD purpose.

- (iii) Exemptions for submission of EMD will not entertained at all in any case. EMD of unsuccessful tenderers, will be returned within a week of the finalisation of tender.
 - (iv) EMD will be forfeited if the tenderer withdraws or alters its bid/offer/rate during the bid validity period/tender validity period.
5. **PERFORMANCE SECURITY**
Performance security will have to be submitted by the successful bidders within one week of receipt of supply orders. Performance security will be @5% of the total value of the quantities for which supply order has been issued. The performance security deposit will be in the form of Account payee Demand Draft, Fixed Deposit receipt from a commercial Bank or Bank Guarantee from a commercial bank in a form acceptable to BRBN. No interest will be claimed by the supplier/tenderer on the Performance Security Deposit. Failure to submit the Performance Security will imply forfeiture of EMD. Performance security deposit should be valid for period of 60 days beyond the date of completion of work/supply as mentioned in the supply order. The EMD deposited along with the tender by successful bidder may be adjusted against Performance Security.
6. **Forfeiture of Performance Security:** Performance security is to be forfeited and credited to the BRBN (purchase organization) in the event of a breach of contract by the supplier. . *If the goods supplied is/are not found satisfactory during the contract period expenses incurred for purchase of goods will be recovered from PSD or as the case, full deposit may be forfeited.*
7. **Refund of Performance Security :** Performance security should be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60days of completion of all such obligation under the contract.
8. The successful Bidders must have execute an agreement within 7days of receipt of order in prescribed Proforma attached with Tender Document.
9. Conditional tender will not be accepted. And in case of tender of chemicals **there must be proof of License to deal in Chemicals in Bihar.**
10. F.O.R. Price inclusive of all taxes and with form 'C' must be indicated clearly and separately in the Financial Bid Form.
11. In case of any ambiguity & false information found, the tender is liable to be rejected.
12. Quoted rates should be in INR & valid up to one year (minimum) from the date of tender finalization/Opening.
13. **PLACEMENT OF ORDER IN PHASE MANNER & CANCELLATION OF ORDERS:**
Orders will be placed in phase manner with certain delivery schedule. Total order, quantity will not be necessarily equal to agreement quantity. It will be lesser than agreement quantity to any extent, depending upon the crop conditions.
14. **TERMS OF PAYMENT**
Unless otherwise agreed to between the purchaser and the contractor the standard payment terms subject to recoveries, if any, under LIQUIDATED DAMAGES CLAUSE provided in the "GENERAL CONDITIONS OF CONTRACT" will be as under:
- I. In case quality problems are not observed apparently, 80% payment would be made after completion of procedure.
 - II. Immediate deduction for the defective supplies, delayed supplies and shortages of any will be made from the 80% payment proposed after receipt of goods.
 - III. The balance 20% payment would be made after quality testing of joint sample drawn specific supply and after making, necessary deductions if any towards liquidated damages, Outstanding, inferior quality on pro-rata basis or as decided by the Corporation.
 - IV. Interest will not be given on the retention money (20% payment).

- V. Payment will be made by cheque or R.T.G.S. Payment will be released from Head Office of BRBN Ltd. only and not from the material receiving destination.
15. **Deduction from Payment**
- Payment as above shall be subject to the deductions of any amount for which the contractor is liable under this contract in respect of which Bihar Rajya Beej Nigam Ltd is the Purchaser.
16. **Delivery Date**
- Materials, mentioned above are required by the Corporation to be delivered as per tentative schedule mentioned in the order. Delivery must be completed with the delivery schedule on receipt of the supply order or signing the agreement, otherwise offer/agreement may be treated as cancelled or subject to liquidated damages as the case may be.
17. Successful bidders will have to deliver the items within 30 days of supply order received, unless extended.
18. The Managing Director reserves the right of acceptance/rejection of Tender.
19. The Sealed Tenders can be dropped in prescribed tender boxes placed in the offices of Bihar Rajya Beej Nigam Ltd. Patna on **08.03.2017 up to 13.00 hrs.** and tender (technical bid) will be opened on **08.03.2017 at 15.30 Hrs** in the office of **Bihar Rajya Beej Nigam Ltd. 6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)**
20. Bidders may remain present himself or send representatives during opening of tenders. Tenders will be opened even if no bidders or their representatives are present.
21. **ARBITRATION:**
- All disputers or differences in relation to this Contract or the interpretation of any of its terms or implementation there of or arising out of, or concerned directly or indirectly with the contract will be referred to the Arbitration of the Managing Director, BRBN Ltd Patna who shall have the power to inquire in to all the facts of the case and to interpret the terms of this agreement and whose decision shall be binding on both the parties as per the Arbitration & Reconciliation Act 1996. The venue of Arbitration shall be Patna or any other suitable place decided by the Corporation.
22. **JURISDICTION FOR LEGAL MATTERS:**
- If the disputes not settled by the Arbitration both parties shall have the jurisdiction at High Court, Patna only.

Important Note : The Corrigendum/Correction slip may be issued by BRBN up to 10 days before opening of Tender. So "Tender are requested to visit the websites frequently to keep themselves updates.

Chief of Processing
Bihar Rajya Beej Nigam Ltd.
Bihar, Patna

Signature of Tenderer

Tender form- 1
(TECHNICAL BID)
Tender No. : 02/2017

To,

The Managing Director,
B.R.B.N.Ltd

Sub: Tender for Supply of Dichlorovos 76%/ Aluminium phosphide 56%/ Carbendazim 50%
(5-6 Dihydro-2 Methyl 1,4 Hexathin 3/2 Methoxy Carbamy) / Thiram 75% (Tetramethy thiam, Disulphide T.M.T.D).

(as applicable)

Sir,

I/We have read all the various terms and conditions of the above tender and hereby agree to abide by the said conditions.

II) I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof. I/We will be liable to forfeiture of my/our Earnest Money.

III) I/we hereby declare that the rates offered are for the material of specifications mentioned in the Tender documents only.

IV) The prescribed Earnest Money of Rs...../(in words Rs.....) is enclosed herewith in the form of DD (Nationalised/Schedule Bank only)/Bankers cheque(Nationalised/Schedule Bank only) DD/Banker Cheque No.....Dt..... drawn in your name (Name of the Bank.....).

V) The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies if:-

a. My/our offer is found differing in any respect (Terms and Conditions, Specifications) in Price bid. In that case the offer shall stand rejected without any legal claim or liability on BRBN Ltd

OR

b. I/we do not execute an agreement within 7 days from the date of giving the offer and

OR

c. I/We do not deposit the Security Amount mentioned in the Agreement within 10 days from the date of execution of Agreement.

OR

d. I/We do not have the infrastructure available for manufacturing the item quoted/Authorised Dealership/Stockiest etc. as declared & specified in the "Technical Details".

VI) Technical details are as given in the following format.

Technical Bid form- 1

Tender No. : 02/2017 Processing

FORMAT OF TECHNICAL DETAILS FOR Thiram 75% (W.S.)

Thiram 75% (Tetramethy thiamam, Disulphide T.M.T.D).

(as applicable)

Note: Following details should be given completely, failure of which the tender will not be considered as technically eligible and rates will not be considered for evaluation.

1. Whether participating in this tender as MANUFACTURER or as AUTHORISED STOCKIEST/DEALER.
.....
2. Complete name of the unit
.....
3. Place of working
.....
4. Whether Sole firm/Partnership firm/Co-operative/Attached with Govt. Company/Govt. Company/SSI unit.
.....

(Attach the necessary valid document in support of claim as well as Registration of Establishment under Shop and Establishment Act (whether applicable).

5. Name of Bankers.....
6. a. VAT Registration Nos.....
b. Central Sales Tax Nos.....
7. In case of MANUFACTURER *
Infrastructure available for manufacturing the item quoted along with per day capacity (Attached separate sheet if space is inadequate)

.....
.....
.....

Sl. No.	Financial year	Installed Capacity	Actual Production
1	2014-2015		
2	2015-2016		
3	2016-2017		

- a) The latest copies of Manufacturing License, ISI Registration with BIS (Bureau of Indian Standard) (if applicable) and CIB Registration (Central Insecticide Board) for **Two years shelf life product** should be attached which must be valid for current year ending on December and should be valid/renewed for such period till the Agreement is in force.
8. In case of AUTHORIZED STOCKIST/DEALER.
Name and address of the company of whom you are Authorized Stockiest/Dealer.

(Attach the valid documentary proof of Authorized Stockiest/Dealership valid/renewed for the current year ending in December and it should be revalidated for further period till the supply agreement is in force as well as following valid documents of manufacturer of whom you are Authorized Stockiest/Dealer.)

9. Details of the past experience for manufacturing and or supply of Item quoted with list of clients and the value of material supplied (Last two years). (Attach separate sheet if space is inadequate)

.....

10. Details of the participation made in other organizations(in the current year) for the item quoted Mention details of minimum six previous in between 2012to 2010 in the following format (attach separate sheet if space is inadequate)

Sl. No.	Name of Party	Date of Order	Order Quantity	Supply Quantity	Rate	Value (In Rs.)

11. Supportive documents regarding concerned pesticide business in Bihar.

12. List of required documents enclosed is as given below:-

1.....
 2.....
 3.....
 4.....
 5
 6

Thanking you

Place
 Date:

SEAL

Signature
 Name of Authorized

Signatory

Address

Phone No.

Mobile No.

FAX no.
 e-mail



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Form- 2

Tender Notice No.- Processing-01/2017

Tender No. : 02/2017

Financial Bid Form For

Due Date

1. Tender No.- 02/2017
2. Tendered Article (Serial No.) :
3. Name and Address of Bidding Firm :
4. Name and Designation of the Person signing the bid :
5. Capacity in which bid is signed by the Bidder (PROPRIETOR/PARTNER/DIRECTOR) :
6. Financial Details for each quoted items :

Details of Item Quoted Price

S. No.	Name of the Item	Make/ Brand	Packing Size	Qty.	Price inclusive of all taxes (Per Kg./ Rs. F.O.R. (with form 'C'))	
					Figure	Word
1	2	3	4		5	6
2	Thiram 75% WS (With ISI Mark) with a Shelf life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time		5 kg	6900 kg		
			10 gm			
			15 gm			
			30 gm			

Place

Signature

Date:

Name of Authorized

Signatory

Address

SEAL

Phone No.

Mobile No.

FAX no.

e-mail

Details of the participation made in other organizations(in the current year) for the item quoted Mention details of minimum six previous in between 2012to 2010 (F.Y 2009-10) in the following format (attach separate sheet if space is inadequate)

Sl. No.	Name of Party	Date of Order	Order Quantity	Supply Quantity	Rate	Value (In Rs.)

7. Sample of Material offered along with technical literature is enclosed (in same/separate Envelope)

8.

1.....

2.....

3.....

4.....

5

6

7

Thanking you

Place

Signature

Date:

Name of Authorized

Signatory

Address

SEAL

Phone No.

Mobile No.

FAX no.

e-mail



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6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)

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Form of **Agreement** to be executed by the successful to TENDERER(s) or suppliers(s) with the Bihar Rajya Beej Nigam Ltd, Pant Bhawan 6th floor, Bailey Road, Patna.800001

This agreement made the.....day of.....2017 between (Hereinafter called the suppliers) which expressing here the context so admits or implies includes his heirs, execution and assigns on the ONE PART AND THE BIHAR RAJYA BEEJ NGAM LTD, PATNA 800001 through its directors, or his authorized officer (hereinafter called the Nigam which expression where the context so admits or implies in its successors and assigns of the other part.

Where the Nigam requires the suppliers of materials as per specification required as set forth in the schedule here and WHEREAS the suppliers have agreed to supply the materials at the price indicated against each item in the schedule F.O.R destination, Bihar Rajya Beej Nigam Ltd, G.T.Road, Kudra Distt. Kaimur, R.M. Bihar Rajya Beej Nigam Ltd, Hajipur (Vaishali), Begusarai, Bhagalpur. Inclusive of all charges and taxes such as tax and inclusive of all charges and taxes as tax and incidentals. Suppliers have further agreed to supply above materials to any other place at an adjusted price depending upon the place of delivery on mutual agreement of both the parties.

Sl. No.	Name of articles	Approx. Qty.	Rate (F.O.R) inclusive of all taxes
1	2	3	4
1			
2			
3			
4			

The supplier will strictly adhere to supply schedule mentioned in the order but generally as per following schedule.

Sl. No.	Name of Item	Packing Size	Approx.Qty.	Place of supply	Supply by to
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					
7					

- 1 Further demand if any (other than mentioned above shall be intimated to the supplier within 30 days of finalizing the tender and the suppliers shall supply the same on the rates specified in this indenture.

- 2 The supplier also undertakes to guarantee that the supply of goods shall strictly confirm to the specifications given and the tender notice and that the Nigam shall be within its rights to refuse or accept in whole or part of the supply which is found substandard or otherwise defective this connection, the Nigam may is it so like get the sample to tested and in that case the acceptance of supplies will be subject to result of such test.
- 3 The supplier shall inform the Managing Director or any other officer of the Nigam as may be indicated in the supply order regarding dispatch of materials telegraphically. The post shall be dispatched by registered post immediately after consignment is dispatched by rail or road transport. Any damages or loss caused to the goods in transit for whatever reason shall be the responsibility of the supplier and the Nigam shall in no way be responsible for the same.
- 4 The supplier undertakes to indemnify the Nigam for any loss or damages that may be caused to the later due to wrong, short and non-delivery or defective supply of goods or supply not reaching to destination on schedule.
- 5 **INSPECTION**
- Formal inspection of material at Plant level or unit level with regard to quantity and quality received shall also be carried out at consignee level by the Officer/ Committee authorized for the same.
- Final inspection of quality will be done by the authorized lab.
- 6 **TERMS OF PAYMENT**
- Unless otherwise agreed to between the purchaser and the contractor the standard payment terms subject to recoveries, if any, under LIQUIDATED DAMAGES CLAUSE provided in the "GENERAL CONDITIONS OF CONTRACT" will be as under:
- I. In case quality problems are not observed apparently, 80% payment would be made after completion of procedure.
 - II. Immediate deduction for the defective supplies, delayed supplies and shortages of any will be made from the 80% payment proposed after receipt of goods.
 - III. The balance 20% payment would be made after quality testing of joint sample drawn specific supply and after making, necessary deductions if any towards liquidated damages, Out standing, inferior quality on pro-rata basis or as decided by the Corporation.
 - IV. Interest will not be given on the retention money (20% payment).
 - V. Payment will be made by cheque. Payment will be released from Head Office of BRBN Ltd. only and not from the material receiving destination.
- 7 If the supplier fails to supply the material as per specification and delivery schedule provided in this indenture, the Nigam shall have the right to recover from supplier concerned damages of Rs. 100/- per day for consignment delayed subject to maximum of 10% cost of the supplies delayed.
- 8 In the event of breach of agreement by the supplier further reserves the right to purchase part of whole of the good from any other source and the supplier shall be liable to compensate any other losses sustained by the Nigam due to in arranging the supply from other sources.
- 9 The security deposited by the supplier shall be refunded to him after 3 months of the completion of the contract to the satisfaction of the Corporation. In the event of any damage or loss caused to the Nigam due to breach of agreement by the supplier the Nigam shall have the right to forfeit the security and also the, supplier fails to execute the contract faithfully.
- 10 Materials of each consignment supplied by the supplier shall be inspected and examined by the authorized Officer/Agents of Nigam and in case the same do not confirm to the required specification in any means whatsoever, the Nigam shall effect the part wise consignment, province so defective. Once a lot has been rejected no further consideration of the acceptance shall be made even at any reduced price. No tolerance will be granted for specification other than what has been provided in the order. The Nigam shall return the reject item and the supplier shall lift such rejected item within 10 days of receipt of the information of rejection, failing which the Nigam shall not be responsible for the safety such rejected item and godown, charges as considered fit by the Nigam shall be charged for the period the ordered materials and kept in the stores of the Nigam.

- 11 The tender document and all consequent correspondence with the successful tender(s) shall from part of this agreement until otherwise any change is approved or agreed to by the Nigam.
- 12 All disputes in connection with the interpretation of clause(s) herein specified and all other dispute arising direct or indirectly or in connection with this indenture between the parties here to shall be referred for arbitration as provided part settlement of Disputes or Annexure "B" of the tender do whose award in the matter shall be final and binding on both the parties to this indenture.
- 13 In faith and testimony the parties have executed this agreement in duplicate on the date month and year first above written in presence of witness.

Witness (1)

For.....(Supplier)

(2)

Bihar Rajya Beej Nigam Ltd., Patna

Chief of Processing



BIHAR RAJYA BEEJ NIGAM LIMITED

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)

Tele/Fax: 0612-2547066 Website: brbn.bih.nic.in E-mail: brbn.bih.mail@gmail.com

BANK GUARANTEE IN LIEU OF SECURITY MONEY

The Bank Guarantee executed on this.....day of 2017 byBank hereinafter called "The Bank" which expression shall include wherever permissible its successor and assigns, in favour of Bihar Rajya Beej Nigam Ltd., Patna through its Managing Director or his authorized Officer (hereinafter called the Nigam), which expression includes its successors and assigns at the request of M/S.....hereinafter called the Tender"/supplier.

Whereas the tenderer supplier has to pay to the Nigam an earnest money/security money of Rs.....or furnish a Bank Guarantee in lieu of the earnest money/security money in respect of tender for supply of mentioned in the tender document/supply order.

And whereas the tenderer supplier has decided to furnish Bank Guarantee and has requested the Bank to furnish the same to the Nigam

And whereas the Bank has agreed to furnish the Bank Guarantee in lieu of deposit of earnest/security money. Now therefore, the Bank hereby agrees and guarantees:

- 1 If the tenderer/supplier commits any breach of the terms and conditions of the tender documents/supply order in respect of tender and becomes liable to forfeiture of the earnest money/security money or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Nigam on demand and without demand the amount of earnest/security money stated above.
- 2 The Bank further agrees that the Nigam shall be the sole judge of and as to whether the said tenderer/supplier has committed and breach or breaches of any of the terms and conditions of the tender document/supply order and the extend of loss damages costs charges and expenses to or suffered by the Nigam on account thereof, but not exceeding the amount of earnest money/security money stated above, and the decision of the Nigam that the said tender/supplier has committed such breach or breaches shall be final and binding on the Bank. The Bank hereby undertakes guarantee that it shall pay the amount of Bank Guarantee on demand by the Nigam without asking or raised any question about the validity of the demand.
- 3 The Bank undertake that it shall not be necessary for the Nigam proceed against the tender/supplier before demanding the aforesaid amount of Bank Guarantee from the Bank or proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank.
- 4 The Bank undertakes not to revoke the guarantee during currency except with the previous consent of the Nigam in writing and agrees that any change in the constitution of the tenderer of the Bank shall not discharge the liability of the Bank hereunder.
- 5 Not with standing anything contained herein before the liability of the Bank under this guarantee is restricted to Rs.....The guarantee of the Bank shall remain into force upto 210 days from the date of opening of the tender in case of earnest money from the date of submission against security money deposit unless the Nigam make a claim from the Bank in writing on or before the said 180 days, all the rights of the Nigam under the said guarantee shall be forfeited and the Bank shall be relieved and discharge from all liability hereunder.

1. **Witness -**

2. **Witness -**

For and on behalf of

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

Tender Notice No.- Processing-01/2017

Tender paper for D.W.Jute Canvas & B. Twill Bags

M.R.No/DD No.....Dt.....Price Rs. 1000/-(Rupees One Thousand) only non-refundable.

Sold to.....

.....

Signature of Cashier

Note:

1. The tender document may be obtained from **Head Office, Patna** on all working days (Saturday and Sunday are holidays) between 9:30am to 6:00pm
2. Tenders can be dropped in prescribed tender boxes placed in the offices of Bihar Rajya Beej Nigam Ltd. Patna up to 13.00 Hrs. on date of dropping i.e. 07.03.2017 and technical will be opened on 07.03.2017 at 15.30 Hrs. in the office of Managing Director, Bihar Rajya Beej Nigam Ltd. Patna in presence of tenderers or their authorized representative present at the time of opening of the tender. If the office is closed on the stipulated date and time due to some unforeseen holiday, tender will be dropped and opened on the next working day at the same place & time respectively.
3. Tender can also be sent to BIHAR RAJYA BEEJ NIGAM LIMITED, 6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR) by registered post/speed post/courier service to reach before 13.00 Hrs. of the date of dropping. However, BRBN will not be responsible for non receipt or delayed receipt of such tenders.





BIHAR RAJYA BEEJ NIGAM LTD.

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
Tele/Fax: 0612-2547066 Website: brbn.bih.nic.in E-mail: brbn.bih.mail@gmail.com

NOTICE INVITING TENDER NO. – PROCESSING- 01/2017

Sealed tenders are invited in prescribed Tender Form from reputed Manufacturers/ Suppliers/Authorized Agents for supply of following items of packing material. Tender must be submitted in two bid system, Technical Bid and Price Bid.

Tender No.	Sl. No.	Description of Items	Cost of Tender document	Amount of EMD (in Rs.)	Last date of collection of tender form	Date of Dropping	Date of Opening
Tender No. 01/2017	1	B. Twill Bags	Rs. 1000/-	2,46,000.00	06/03/2017	07/03/2017 up to 13.00 Hrs.	07.03.2017 at 15.30 Hrs.
	2	Jute Canvas Bags		78,850.00			
	3	Jute Canvas Bags		3,38,520.00			
	4	Jute Canvas Bags		57,740.00			
Tender No. 02/2017	1	Chemical THIRAM (ISI Marked) (Tetramethylthiuram Di sulphite TMTD)	Rs. 1000/-	33,120.00	07/03/2017	08/03/2017 up to 13.00 Hrs.	08.03.2017 at 15.30 Hrs.

The Tender Document containing Tenders forms, specification, terms and conditions etc. can be obtained from the Registered Office, Bihar Rajya Beej Nigam Limited, 6th Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna on payment of Rs. 1000/- (One Thousand) only (Non Refundable) through cash or Demand Draft in favour of Bihar Rajya Beej Nigam Ltd, Patna. Tender Document can also be downloaded from Bihar Rajya Beej Nigam's website www.brbn.bih.nic.in and Agriculture Department, Govt. of Bihar's website www.krishi.bih.nic.in for which the bidders shall have to deposit the cost of Tender Document in the shape of Demand Draft in the form of Demand Draft/Banker's cheque drawn in favour of Bihar Rajya Beej Nigam Ltd. Payable at Patna executed by any of the Nationalized Banks/Commercial Banks. Tender without payment of Tender cost & EMD will be summarily rejected. Tender document containing, eligibility criteria, terms and conditions, technical bid, price bid (financial bid) etc. are available at Bihar Rajya Beej Nigam Limited web site www.brbn.bih.nic.in and Agriculture Department, Govt. of Bihar's website www.krishi.bih.nic.in.

BRBN reserves the right to increase or decrease the quantity or reject any or all the tenders without conveying any reason to tenderer.

Chief of Processing

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

Tender Notice No.- Processing-01/2017

Tender Form

(To be filled up by Tenderer)

1. Name of the work -
2. Tender for the supply of
3. Name of Tenderer-
(in block letters)
- 3- Father's Name -
- 4- **Present Address:-** Ph/Mob. No.....
E-Mail ID:
- (a) Village/Mohalla -
- (b) P.O -
- (c) P.S -
- (d) District -
- 5- **Permanent Address:-**
(a) Village/Mohalla -
- (b) P.O -
- (c) P.S -
- (d) District -
- 6- (a) Amount of Earnest Money - Rs.....
(b) Bank Draft Details:
No.- Date-
Issuing Bank

Tender's Signature



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

	<u>INDEX</u>	<u>Page No.</u>
	<u>PART-A</u>	
1	Guidelines for Tenderer for filling Tender Forms in two Bid System	6-7
2	What will contain the Technical Bid	8-9
3	Check list of Technical Bid	10
4	What will contain the Price Bid.	11
5	Details of Tender Notice	12
6	Terms & Condition of tender in Annexure-B	13-20
7	Penalty Deviation	21
	<u>PART-B</u>	
8	Format of Price bid in Annexure-C	27
	<u>PART-C</u>	
9	Format of Agreement /Bank Guarantee to be executed by L-1 after acceptance of rates	28-34
	<u>PART-D</u>	
10	<u>Specifications of all goods in Annexure A-1 to A-4</u>	
(i)	DW Jute Canvas bags, 10 Kg, 20 Kg & 40 Kg (Annexure A-1)	36
(ii)	Cotton Cloth bags of 0.750 kg, 1kg, 2 kg, 3kg, 4kg, 5-6 ½kg & 10-12 kg (Annexure A-2)	37
(iii)	DW Jute Canvas bags, 6/8 Kg (Annexure A-3)	38
(iv)	Non Oven , 2 Kg bags (Annexure A-4)	39
(v)	B.Twill Bags of 50/60 Kg Cap. (Annexure A-5)	40

TENDER DOCUMENT FOR PART “A” TECHNICAL BID



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

GUIDELINES FOR TENDERERS FOR FILLING TENDER FORMS UNDER TWO BID SYSTEM. PART "A" (TECHNICAL) & PART "B" (PRICE BID).

1. Bihar Rajya Beej Nigam Ltd. (here in after called the purchaser) invites sealed tender for the purchaser of D.W. Jute canvas bags 30/40 kg., 15/20 kg, 6/8 kg capacity and nonwoven bags. 2 kg capacity as mentioned in table below for packing of different seeds of cereals, oilseeds, Pulses. etc.

Tender No.	Sl. No.	Item	Capacity of packing	Quantity in nos/kg.	Amount of EMD (in Rs.)
Tender No. 01/2016-17	1	B. Twill Bags	50/60 Kg	3,00,000 pcs	2,46,000.00
	2	Jute Canvas Bags	30/40 kg	83,950 pcs	78,850.00
	3	Jute Canvas Bags	15/20 kg	4,68,857 pcs	3,38,520.00
	4	Jute Canvas Bags	6/8 kg	1,60,816 Pcs	57,740.00

2. **The tenderers participating in the tender must quote the rate for at least 50% of the quantity of each item notified in the above failing which the tenderers will be treated as disqualified in the techno commercial Bid and their price bid will not be opened**
3. The specification of the bags may be seen in seen at **Annexure A-1.,A-2,A-3, A-4 & A-5**
4. The terms & conditions of the purchase of bags may be seen at **Annexure-B.**
5. The tenderers are clearly advised to go through the specification of the bags & terms & conditions carefully before filling the tenders forms. Bihar Rajya Beej Nigam Ltd. will not be responsible for any mistakes/error committed by the tenderers in filling of the tenders.
6. The tender has been invited on two Bid System in which the tenderer has to fill up Two Separate envelopes and both should be put in one outer envelope after sealing & superscribing clearly the reference of Notice inviting Tender (NIT) & date of opening of the tender on all three envelopes. The Outer envelopes must also be sealed.
7. The tenderers are required to deposit the fixed amount of EMD strictly as per tender document with the Technical Bid without which the tender will be rejected.
8. **NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORTAION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD AND FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.**
9. The tenderers are advised to seal their all envelopes of TECHNICAL BID, PRICE BID & Outer Envelops super scribing with the reference no. of tender and Opening of date to avoid any rejection of their tender in the opening process.
10. The tenderers who are interested to quote the rates one or two items are eligible for participation in the tender and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
11. The tenderers must produce authorization certificate from the proprietor/partner, if their representative participate in the tender.
12. The MSEs owned by SC/ST Entrepreneurs must submit the certificate of SC/ST from the appropriate authority of the State along with ID proof so as to verify that owner of the MSEs is SC/ST candidate in order to extend the exemption facilities to them.

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
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TECHNICAL BID (Envelope No.1) will contain the following:

(The tenderers after filling of TECHNICAL BID must seal the envelop & super scribing clearly "TECHNICAL BID Envelope No.1")

- I. Demand draft of EMD as per tender notice in favour of Bihar Rajya Beej Nigam Ltd. payable at Patna towards earnest money deposit. (To be attached).
- II. Income Tax return for the last two years duly acknowledged by the Income Tax Deptt. (To be attached).
- III. Copy of partnership deed, articles of association/copy of Bye- laws(To be accached)
- IV. Registration number.
 - a. CST
 - b. VAT
 - c. TIN No.
 - d. PAN No.

(To be attached).
- V. Experience certificate of the last two year for supply of bags to CPSUs/State Govt./SSCs/Cooperative agencies and large Sector Pvt. companies successfully along with photocopies of supply order.
- VI. Audited Balance sheet of the company for the last three years duly signed by the Statutory Auditors. (To be attached).
- VII. Whether the company has been black listed by any organization? If yes, the details thereof. If not, a notarial affidavit may be attached
- VIII. Profit & Loss Account for the last three years duly signed by the Statutory Auditors (to be attached).
- IX. Authorization letter from proprietor/partner, if representative participates in the Tender.
- X. EMD will be accepted only in shape of Demand Draft/Banker's cheque drawn in favour of Bihar Rajya Beej Nigam Ltd. Payable at Patna executed by any of the Nationalized Banks/Commercial Banks. Tender without EMD will be summarily rejected.
- XI. The tenderer must specify that the special terms & condition and terms & condition of bags are fully accepted by the tenderer unconditionally & without any reservation; otherwise, the tender will be rejected He/She will be required to submit a certificate unconditional acceptance of all terms and condition of BRBN without any reservation.
- XII. Cheques, deposit at all receipt, Govt. security stock certificate, bearer bonds promissory notes will not be at all accepted as earnest money and the tender will be rejected.
- XIII. Out all Tender documents like Tender Notice, specifications of bags as mentioned in Annexure-A-1 to A-2. A-4, A-5, A-8 to A-10, A-12, A-14 to A-15, Terms & Conditions contained in Annexure-"B" duly signed & stamped by the tenderer on each & every pages are to be attached.
- XIV. A Certificate that Price charged for stores/Supplies under the contra shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department/ Institution/ Public Enterprises/ Undertaking during the period of contract.

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
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Check list of enclosures for Technical Bid (Envelope No. 1):

S. No.	For B. Twill, DW Jute Canvas & Non Oven Bags from 2 Kg., 4 Kg, 6/8 Kg, 15/20 Kg, 30/40 Kg&50/60 Kg. capacity
1	EMD as per Tender notice
2	Income Tax Return for the last two years duly acknowledged by IT Dept.
3	Partnership Deed/Articles of Association/copy of by laws.
4	Certificate of registration of the firm in respect of CST/VAT/TIN No. PAN No.
5	Experience certificate of last two years for supply of bags to CPSUs/State Govt./SSCs/Cooperative agencies and large Sector Pvt. Companies along with copy of supply order.
6	Audited Balance sheet of the company for the last three years duly signed by Statutory Auditors.
7	Profit & Loss Account for the last three year duly signed by statutory auditors.
6	Black listing certificate if black listed by any organization or Notarial affidavit to the effect that the company has not been put in the black list or defaulter list by any organization.
7	In case, Authorized representative is participating in the tender, the Authorization Certificate from the partner/proprietor for participating in the tender.
8	Our all tender documents like tender notice specifications, terms and conditions, Special terms & condition, Unit wise requirement as mentioned in Annexure"A-1 to A-2, A-4,A-5, A-8 to A-10, A-12, A-14 to A-15 Annexure "B" & X" duly signed & stamped by the tenderer on each & every pages.
9	A Certificate that price charged for stores/ Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department/ Institution/ /Public Enterprises/ Undertaking during the period of contract.
10	A letter from the tenderer that be accepted & agreed all the terms & condition of the bags unconditionally.



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Price Bid (Envelope No.2) will contain the following

(The tenderers after filling of PRICE BID must seal the envelope & subscribe clearly "Price Bid Envelope No.2")

- I. The envelope no.2 will contain the rates quotation by the tenderer in **Annexure-C**.
- II. While quoting the rates the tenderer must ensure that rates quoted in all cases must be final & inclusive of all charges, F.O.R delivery at destination including all packing & insurance charges for safe transit by road inclusive of all taxes, levies etc.
- III. Erasure or alteration in the bid document should be avoided. Modification erasure or alteration, if any, should bear the signature of the person signing the bid along with stamp of the tenderer. Any modification not so signed will be ignored and the tender will be rejected.

PROCEDURE FOR SUBMISSION OF TENDER

- a) The envelop no. 1 TECHNICAL BID & envelop no. 2(PRICE Bid) must be put in One **Outer envelop clearly subscribing the reference no. of NIT & date of the opening of tender**. After sealing the outer envelope the same should be put in the tender box by the tenderer strictly as per the schedule mentioned in the tenderers.
- b) Before putting the envelop in the tender box, the tenderer must ensure that their tenders are duly sealed otherwise the same will be summarily rejected.
- c) The price bid will be opened as per schedule in respect of those tenderers only who have been declared qualified in the Technical bid.

SPECIAL INSTRUCTION FOR THE GUIDANCE OF THE TENDERS

1. The tenderers or their representatives are welcome at the time of opening of the tender if they so desire.
2. Tenderers must check their offer thoroughly before submission. Request for enhancement of prices will under no circumstances be considered after the opening of the tender.
3. The rates quoted in all cases must be final and inclusive of all charges for free delivery at destination including all packing and insurance charges for safe transit by road inclusive of all applicable taxes/levies etc.
4. Price quoted should be strictly in accordance with the unit specified, otherwise quotations are liable to be rejected.
5. The tenderers who are interested to quote the rates only for one or two items are eligible for participation in the tender and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
6. The period by which the material can be delivered at the desired destinations from the date of receipt of order must be clearly indicated.



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DETAILS OF ITEMS

SEALED TENDERS IN PRESCRIBED FORM SUBSCRIBING TENDER NUMBER AND DUE DATE ARE INVITED FOR THE SUPPLY OF FOLLOWING ITEMS :-

SL. NO.	PARTICULARS	DETAILS	ANNEXURE NO. OF SPECIFICATION
1	2	3	4
1	D.W.Jute Canvas Bags	Bags should be made out of Jute Canvas fabric Part II 407g/m ² 85x39 (First revision) IS: 7407 (Part II)- 1980	A-1
	BASIC MATERIAL		
	SIZE OF BAGS		
	CAPACITY		
	WEIGHT OF BAGS	420 gm AT 16% MOISTURE CONTAINS +/-5%	
2	D. W. JUTE CANVAS BAG	Bags should be made out of Jute Canvas fabric Part II 407g/m ² 85x39 (First revision) IS: 7407 (Part II)- 1980	A-2
	CAPACITY		
	SIZE OF BAGS		
	WEIGHT OF BAGS		
3	D.W.Jute Canvas Bag	Bags should be made out of Jute Canvas fabric Part II 407g/m ² 85x39 (First revision) IS: 7407 (Part II)- 1980	A-3
	SIZE OF BAGS		
	CAPACITY		
	WEIGHT OF BAGS		
4	Non Woven Cloth Bag	Non Woven Bag Non laminated white colour 120gsm	A-4
	SIZE OF BAGS		
	CAPACITY		
	WEIGHT OF BAG		
5	B. Twill Bags	94 x 57 cm. At 20% Moisture (ISI Marked)	A-5



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Annexure-B

TERMS AND CONDITIONS

1. The tender is to be invited on Two Bid System (Technical Bid and Price Bid) in which the tenderer has to fill up Two Separate sealed envelopes and both should be put in one outer envelope subscribing clearly the reference of Notice Inviting Tender (NIT) & date of opening of the tender on all three envelopes.
 - 1.1 The Technical bid will contain EMD & other relevant documents like Income Tax return, Balance sheet, experience certificate, along with performance certificate etc. The price bid will contain the rates quotation by the tenderer on F.O.R destination basis inclusive of all packing & insurance charges for safe transit.
 - 1.2 Tenderers must fill their rates both in words and figures in this tender form of price bid (envelop no.2) and submit the same as mentioned above. The technical bid should be submitted in a sealed envelope along with fixed amount of earnest money as required in the tender notice no. 01/15.
 - 1.3 No alternations should be made to any of the Terms and Conditions of the tender by scoring out, altering or over-writing and no alternations are permitted in their rates. No alternations will be allowed after the tender is received by this Office. Ambiguity must be avoided in filling tender. The tenders not complying with these conditions will be rejected.
 - 1.4 Tenderers are required to deposit the fixed amount as prescribed in Tender Notice whichever is applicable for the total value of tender as EARNEST MONEY with the Corporation as notified in the tender notice, in the form of Demand Draft/Banker's cheque drawn in favour of Bihar Rajya Beej Nigam Ltd. Payable at Patna executed by any of the Nationalized Banks/Commercial Banks. The EMD should be valid for a period of 45 days beyond the validity period of the tender/bid i.e. EMD should be valid for period of 90 days beyond the date of opening of tender. Tender without EMD will be summarily rejected. No EMD in cash or cheque will be accepted.
- (a) Offers without Earnest Money will be rejected.
 - (b) NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED TENDERERS WITH SUCH REQUEST NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD AND FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.
 - (c) The tenderers who are interested to quote the rates one or two items are eligible for participation in the tender and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
 - (d) Tenderers belonging to, wholly owned by Central/State Government will be exempted from depositing EMD/Security Deposits. However, public undertakings not wholly owned by Central/State Govt. will be required to pay EMD/Security Deposit.
 - (e) Exemptions for submission of EMD will not entertained at all in any case. EMD of unsuccessful tenderers, will be returned within a week of the finalisation of tender.
 - (f) EMD will be forfeited if the tenderer withdraws or alters its bid/offer/rate during the bid validity period/tender validity period.

- 1.5 (a) In case of selected tenderer the earnest money will be adjusted against the security deposit and the balance if any, will have to be made by him/them within the above said period.
(b) The Corporation reserves the right to forfeit earnest money deposit of the successful tenderers fail to deposit security deposit, if any, which may be required under the terms and conditions of the tender.
- 1.6 The tenders not conforming to the prescribed Terms and Conditions of the Corporation or conditional tenders or tenderers who do not adhere to the prescribed time schedule, are likely to be rejected.
- 1.7 Only one rate will be entertained against one item.
- 1.8 Any special conditions which may be prescribed for specific purpose shall also be treated as part of this tender condition for all purposes.

2. ACCEPTANCE OF TENDERS

- 2.1 The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reason. It reserves the right to accepting in whole or part of the offer made. The decision of the Corporation in the matter shall be final and binding.
- 2.2 The Corporation may take decision to split the order among two or more than two firms in a transparent manner as per terms and conditions.

3. LATE TENDER : In case of advertise tender enquiry or limited tender enquiry, the tender received after the specified date & time should not be considered.

- 3.1 The tender sent by telex, cable or facsimile will be ignored & rejected.
- 3.2 Successful tenders shall execute an Agreement Bond in accordance with these terms and conditions.

4 AMENDMENT IN TENDER DOCUMENT

Sometimes situation may arise necessitating modification of the tender notice/documents already issued or put on sale/website and also in case of pointing out by any tenderer for some genuine mistake, the corporation may amend/modify the tender documents suitably through corrigendum /Addendum prior to the date of the submission of technical bids with required extension of date if any and copies of such amendment & modification should be simultaneously sent to all the suppliers available in the mailing list by Speed Post/ Courier/E-Mail in addition to the parties who have already purchased the documents. The such amendment should also be prominently attached in approval of Competent Authority must be taken.

5 OTHER CONTRACTUAL OBLIGATIONS

- 5.1 The supplier shall not sublet or delegate this contract or part thereof without the written consent of the Corporation.
- 5.2 No understanding or commitment given by or made by any Officer of the Corporation, verbally or in writing shall have any effect on this contract in any manner unless it is signed by the officer who has signed the Contract.

6 INSPECTION (ONLY JUTE BAGS) AND PACKING

- 6.1 These Bags unless otherwise specified in the contracts, 100% pre-dispatch inspection shall be carried out by Institute of Jute Technology, Kolkata being a Educational Institute under the Deptt. Of Jute and Fibre Technology affiliated with Kolkata University henceforth.
- a) Lab Test
 - b) Sealing & Coding
 - c) Super vision on spot loading.

The material will be dispatched by the supplier only on the basis of preliminary acceptance report of IJT, Kolkata. The material which do not have the seal and code of the pre-inspection agency (IJT, Kolkata) who inspected the material at the premises of the supplier, the same will not be accepted by any of the receiving unit of BRBN. Soon after receipt of material at the receiving unit the same will be taken on charge by the concerned unit on the stock ledger through the prescribed receipt voucher already available with the Regional Offices. Thereafter the material will be physically checked by the Committee constituted and the first copy of receipt voucher will be sent by the Regional Offices to the Nigam Office as a acknowledgement receipt of the material indicating the condition of the bags. In case the material has not been received in good condition the same will be specifically mention on the receipt voucher by the concerned unit before sending the same to the Nigam Office, Patna.

- 6.2 Formal inspection at Plant Level or unit level with regard to quantity, printing, stitching and number received shall also be carried out at consignee level by the Officer/Committee authorised for the same. During inspection representative of supplier may present.
- 6.3 If any deviation beyond tolerance limit of any parameter in the report of either IJT or local Inspection Committee. Deduction in payment may be followed as per penalty details on page 17-20.
- 6.4 The supplier shall supply to the Bihar Rajya Beej Nigam Ltd on request reports as to the progress of supplies. Any delay or anticipated delay shall be reported from time to time together with full reason thereof.
- 6.5 The Supplier is required to inform the exact date & qty. of bags offered by him to the inspection agency and also the date of inspection carried out by the agency against the offer of supplier in respect of all consignment so that if any delay is occurred on the part of inspection agency or supplier, could be ascertained.
- 6.6 The supplier is required to inform the exact date & qty. of bags offered by him to the inspection agency and also the date of inspection carried out by the agency against the offer of supplier in inspect of all consignment so that if any delay is occurred on the part of inspection agency or supplier, could be ascertained.

7 SUPPLIES AS PER SPECIFICATIONS:

All supplies shall be to the description and to the specification laid down and strictly in-accordance with the approved samples, if any. Deviations, if any, should be clearly brought out, failing which it will be presumed that the goods offered are not as per our requirements. Any special features may also be clearly brought out and binding upon the supplier.

8 QUALITY COMPLAINTS :

- 8.1 In case of any quality COMPLAINT the supplier and inspection agency both will be asked to attend the complaint through the registered/speed post/courier/fax and segregate the exact number of defective/substandard material so that penal deduction may be made by the Processing Division while forwarding the bills to the Finance Division for releasing 90% payment to the supplier as per norms .
- 8.2 In case of length and width of all type of bags from 1 to 100kg. capacity, the maximum acceptance limit criteria(beyond the tolerance limit mentioned in the specification of BIS) is only upto 3cms. This acceptance limit will be measured after allowing the tolerance limit mentioned in the specification of BIS. The consignment having the deviation beyond the maximum acceptance limit will be rejected summarily and action as per clause no. **21 to 23** will be taken.

9 CONSEQUENCE OF NON-SUPPLY AND DAMAGES:

- 9.1 In case the lowest-1(L01) party whose rates are accepted, unable to supply the whole ordered quantity of packing material mentioned in the supply order, the L-2/L-3 parties will be asked to supply the rest of the quantity at L-1 rates.
- 9.2 All risks of losses, damages or depreciation to goods shall be upon the supplier until the material is delivered at site in accordance with the provisions of Contract.
- 9.3 Assuming that if the supplier fails to deliver any or all the material covered by the contract, the purchaser reserves the right, in addition to other legal remedies, to cancel the contract or any portion and hold the supplier liable for all damages sustained by virtue of said cancellation and failing to perform the contracts.
- 9.4 In case, the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Corporation, the supplier will be entitled to receive the payment at the rate fixed by the Corporation by imposing the penalties according to the deviation in the specifications already stipulated in the terms and conditions under the head of penalties for deviation.
- 9.5 The maximum acceptance limit in case of length and width in respect of all type of bags from 1 to 100kg. capacity is only upto 3cms. This acceptance limit will be measured after allowing the tolerance limit provided in the specification BIS. The material found having the deviation beyond the maximum limit of 3Cms, as referred above will be summarily rejected.
- 9.6 In case the material is rejected at the receiving unit on the ground of deviation in the length and width more than the acceptable limit(beyond the tolerance limit mentioned in the specification of BIS), the supplier will have to replace the same with standard supply on his own cost within 15 days duly 100% pre inspected from IJT Kolkata if asked by the corporation in writing failing which the corporation will be free to procure the material on the risk and cost of the supplier. If the party fails to replace the rejected material within stipulated time period, the security amount will be forfeited. And No payment for the goods supplied will be made to the party.
- 9.7 If the party fails to replace the rejected material within stipulated time period, the party may be delisted for two years in addition to forfeiture of security amount.
- 9.8 If any lot rejected by the committee because of having the deviation beyond the acceptable limit(beyond the tolerance limit mentioned in the specification of BIS) and the supplier disputed the decision of the committee, in such case, the sampling in the presence of committee including supplier and one representative of inspection agency will be made and send to third party inspection i.e in any Govt. recognised/BIS approved lab and their decision will be final on both the parties. In case the material fails in the said lab the Corporation reserves the right to take action as per clause no. **21 to 23.**
- 10 **PAYMENT:-**All invoices shall be prepared in triplicate and shall be signed by the suppliers or its authorized Agent. Every Invoice shall bear a certificate that material covered by the invoice has been inspected by IJT, Kolkata before dispatch and confirm in every way to the contract specifications and the invoice is correct in all respects and no other invoice has been rendered previously in respect of this articles charges in this particular invoice. The invoice shall be sent in duplicate to the Regd. Office of the Nigam. **90% payment will be released after satisfactory inspection of consignment within 15 days of delivery.**
- 10.1 **Balance 10% payment** of the supplied material will be made within 30 days after the completion of supply & receipt of all relevant papers including final accounting pertaining to supply in order.
- 10.2 While making the 90% payment to the supplier the following documents will be taken into account.
- a) Original bills of the supplier in triplicate.
 - b) Preliminary acceptance report of IJT, Kolkata (release order in original)
 - c) Pre-dispatch inspection report of IJT, Kolkata in original

- d) Original serially numbered receipt voucher from the receiving unit indicating that the material is received in good condition.
- e) Quantity inspection report of ROs.
- 10.3** In case of deviation in specification of bags (in parameter) beyond the tolerance limit, there will be no payment of bill as payment of bill as mentioned in Tender Document as per Terms & Conditions Clause No. **9.6**
- 11 ROAD PERMITS/WAY BILL** The concern unit of Bihar Rajya Beej Nigam Ltd will ensure that the road permits/ Way Bill whichever is applicable are must be delivered to supplier within 10days of the placement of the supply order so that he may able to deliver the material to the destination as per schedule.In case any unit fails to deliver the Way Bill /Road Permits to the supplier within 10 days, the delayed period will automatically be added in the delivery period prescribed for the supplier & no punishment to the supplier on this account will be made.
- 12 CANCELLATION OF CONTRACT FOR DEFAULT & RECOURSE TO BE TAKEN BY THE PURCHASER :**
The purchaser may without pre-juice to any other remedy for breach of contract by 7 days written notice of default sent to the supplier, terminate the contract in whole or in part.
- a) If the supplier fails to deliver any or all the stores within the time period specified in the contract, or any extension thereof granted by the purchaser.
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) In the event the purchaser terminate the contract in whole or in part, purchaser may take the course to any one or more of the following action.
- (i) Recovery of all damages sustained on account of cancellation.
- (ii) The security deposit is to be forfeited.
- (iii) The purchaser may procure the goods of the same specification on the same terms and condition as deemed appropriate on the risk & cost of the supplier.
- (iv) However, the supplier shall continue to perform the contract to the extent not terminated
- 13 MODE OF PAYMENT :-**This is one the directives from CVC that all bill payments to the supplier contractors through E-payment mechanism wherever such facilities exist.
- 14. SECURITY MONEY**
Successful tenderer shall be required to furnish a security money of 5% for Non S.S.I Unit and 2% for S.S.I Unit of the value of order placed to them within 10 days, from the date of issue of purchase order or before assigning agreement whichever is earlier. This may be furnished in the shape of Demand Draft in favour of “ Bihar Rajya Beej Nigam Ltd” payable at Patna.
- 15 VALIDITY OF RATE AND PERIOD**
- a) The tenderer shall keep their **rates open for a period of one year from the date of supply order.** After the initial order it shall be open to the Nigam to place order for the total/part quantity or distribute among the suppliers, on the same rate, terms and conditions. The same will remain valid for any additional quantity likely to be ordered during the period also.
- b) Bags shall be purchased for the Nigam time to time as per requirement. **The numbers of bags shown in the tender can be increased or decreased as per requirement and availability of funds with BRBN.**
- 16 FORFEITURE AND REFUND OF THE EARNEST MONEY/SECURITY DEPOSIT**

- 16.1 In case the selected tenderer does not supply the goods at the quote rates within the period of contract and commits breach of any one or more of these. Terms and conditions, failed to replace the rejected material within the stipulated period, the Earnest Money/Security deposits by the tenderers will be forfeited by the Corporation.
- 16.2 Earnest money of the un-successful tenderers shall be refunded without interest within a reasonable period from the date of decision regarding the tenders.
- 16.3 The Earnest/Security Money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period i.e six months from the date of acceptance of the tender or the date of which the supply is completed, including the supply which may arise in consequences or repeat orders placed during the six months for which the rates quoted are to remain valid.
- 16.4 On due performance and completion of the order in all respect during the contract period, the security deposit will be refunded to the contract or without any interest within a period of three months with effect from the date of receipt of request of this effect from the supplier.
- 17 **FORCE MAJEURE CLAUSE:** If supplies are delayed due to cause beyond the reasonable control of the supplier and whether such delay or impediment occurs before or after the time of delivery an extension of time shall be granted at the sole discretion of SFCI taking into account all factors like flood, drought, Natural calamities sabotage, Fires, Epidemics, Civil commotion, Wars, Revolutions, lockouts, Strike called by the Labors/Trade Unions, transporters etc.
- 18 **JURISDICTION:** In the event any matter concerning the implementation, interpretation or rights and liabilities, determination, the Courts at Patna shall have exclusive Jurisdiction to try or entertain the same.
- 19 **NEGOTIATION**
- If L-1 price is not reasonable, the Corporation may as an exception negotiate the price only with the lowest evaluated responsive tenderer (L-1) in an attempt to bring down the same. If L-1 reduces the price to the desired level, contract may be placed on them but if it does not agree, then further action like re-tendering may be decided by the Corporation depending upon the merit of the case. The negotiation will be made only by the purchase committee as per guidelines of CVC with the approval of the Competent Authority.
- 20 **SETTLEMENT OF DISPUTES**
- a) Any difference or dispute out of or in connection with this tender or acceptance thereof, on the contract entered or consequence thereof, shall be decided by arbitration. The Managing Director of the Nigam or his nominees shall be the sole arbitrator and the arbitrators decision shall be final and binding on both the parties. The nominees may be an officer of the Nigam. The tenderers will have no objection to such appointment of any body, on the ground whatsoever, including that the such nominees in his official capacity deal with the matter at any stage.
- b) The parties agree that in the event of any disputes, neither will approach any court of law unless they have resorted to and exhausted the remedy of arbitration as envisaged above.
- c) The parties, do hereby also agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Patna and the civil courts at Patna only will have the jurisdiction to try legal proceeding which may arise out of this contract. Neither party shall file any proceeding in any other courts.

21 D.W. Jute Canvas bags 15/20 & 30/40**(a) Penalty for breaking strength**

The penalty on this account shall be operated as per the table given below. Separate penalties would be imposed for breaking strengths in warp and weft way, as per the penalty levels given columns-3 of the table below: (Test to be conducted according to IS 1969-1968 1st revision with up to date amendment)

Warp strength (kgf)	weft strength (kgf)	Penalty (%)
185	100	0
167	94	0.5
149	89	1
113	78	2
95	72	3
77	67	4

(b) Seam strength:

The penalty on this account shall be operated, as per the table given below. Separate penalties should be imposed for warp. Weft of seam strengths, as per the penalty levels given in column-3 of the table below:

Warp way Strength(kgf)	weft way strength(kgf)	Penalty (%)
55	34	0
53	32.9	0.25
51	31.8	0.5
47	29.5	1
45	28.4	1.5
43	27.3	2

Penalty for shortages in ends & picks per decimetre:

Penalty on this account shall be computed based on the following formula:

E+F

P= ----- x100

43

Sum of prescribed ends and picks per decimetre

Where

P = Penalty in %

E = Variation in ends/dm

F = Variation in picks/dm

Note: Penalty on account of shortages in ends & picks will be imposed only if variation in ends & picks/dm is below the prescribed standards i.e. 85 (ends) +2 and 39 (picks) +2. As per IS 1963-1969- up to date amendment.

(c) Fabric Weight:

Penalty on this account shall be imposed as per the table given below:

% Variation	% penalty from prescribed standards
Up to 3%	1%
Up to 5%	2%
Beyond 5%	3%

Note: 1) In case the material is not meeting the prescribed standards, both in ends & picks/dm and fabric weight, only the greater of the two will be considered for the purpose of imposition of penalty.

2) No payment shall be made if the consignment fails to meet specified specification up to tolerance limit in any case.

21.1 D.W. Jute Bags 8kg capacity

(a) Penalty for breaking strength

The penalty on this account shall be operated as per the table given below. Separate penalties would be imposed for breaking strengths in warp and weft way, as per the penalty levels given in columns-3 of the table below (Test to be carried out as per IS 1969-1968 1st revision and up to date amendment)

Warp strength (kgf)	Weft Strength (kgf)	Penalty (%)
165	110	0
128	98	0.5
110	92	1
92	87	2
82	67	3
72	57	4

(b) Penalty for shortage in ends & picks per decimetre:

Penalty on this account shall be computed based on the following formula:

$E+F$

$P = \dots\dots\dots \times 100$

43

Sum of prescribed ends and picks per decimetre

Where

P= Penalty in %

E= Variation in picks/dm

F= Variation in picks/dm

Note

Penalty on account of shortage in ends & picks will be imposed only if variation in ends & picks/dm is below the prescribed standard i.e 68(ends)+-2 and 39(picks) +-2. Test to be conducted as per IS 1963-1969-up to date amendment.

22 Fabric weight :

Penalty on this account shall be imposed as per the table given below:

% variation	% penalty from prescribed standards
Upto 3%	1%
Upto 5%	2%
Beyond 5% up to 7%	3%

Note : In case the material is not meeting the prescribed standards, both in ends & picks/dm and fabric weight, only the greater of the two will be considered for the purpose of imposition of penalty.

22.1 Non Woven Cloth (Non laminated) Bags :-

Penalty on this account shall be imposed as given below:

% variation from prescribed standards	Penalty(%)
Upto 3%	1%
Upto 5%	2%
Beyond 5% up to 7%	3%

Note: 1) In case the material is not meeting the prescribed standards, both in ends & picks/dm and fabric weight, only the greater of the two will be considered for the purpose of imposition of penalty.

2) No payment shall be made if the consignment fails to meet specified specification up to tolerance limit in any case.

23. B. Twill Gunny bags: (50 Kg, 70-75 Kg & 100 Kg)

(a). Penalty for breaking strength/breaking load of cloth (min)

The penalty on this account shall be operated as per the table given below:

Seam Breaking load of cloth (Kgf).

Warp way (in Kgf)	Weft way (in Kgf)	Penalty (%)
160.00	165.00	0
145.60	150.15	0.5
131.20	135.30	1
102.40	105.00	2
88.00	90.75	3
73.60	75.90	4

(b). Seam breaking load (Kgf)

The penalty on this account shall be operated, as per the table given below:

Seam breaking load (Kgf)	Penalty (%)
62.0	0
59.74	0.25
57.49	0.5
56.42	1
50.72	1.5
48.47	2

(c). Penalty for shortages in ends & picks per decimetre:

Penalty on this account shall be computed based on the following formula.

E+F

$$P = \frac{E+F}{\text{Sum of prescribed ends and picks per decimetre where}} \times 100$$

Sum of prescribed ends and picks per decimetre where

P = Penalty in %

E = Variation in warp (ends)/per dm

F = Variation in weft (picks)/dm

Note: Penalty on account of shortage in Ends & Picks will be imposed only if variation in ends & picks/dm is below the prescribed standards i e, 76 ends/dm tolerance +4-3 and 31 picks/dm tolerance +2-1. A double warp 2/1 twill weave sacking Jute Cloth with 76 ends/dm 31 picks/dm and weighing 643 g/m².

(d). Fabric Weight:

Penalty on this account shall be imposed as given below:

% variation from prescribed standards	Penalty (%)
Up to 3%	1%
Up to 5%	2%
Beyond 5%	3%

Note: In case the material is not meeting the prescribed standards, both in ends & picks/dm and fabric weight, only the greater of the two will be considered for the purpose of imposition of penalty.

Important Note : The Corrigendum/Correction slip may be issued by BRBN up to 10 days before opening of Tender. So "Tender are requested to visit the websites frequently to keep themselves updates.

TENDER DOCUMENT FOR PART “B”

PRICE BID





BIHARRAJYA BEEJ NIGAM LIMITED

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
Tele/Fax: 0612-2547066 Website: brbn.bih.nic.in E-mail: brbn.bih.mail@gmail.com

PRICE BID – PROCESSING- 01/2016

ANNEXURE-C

To,

Chief of Processing,
Bihar Rajya Beej Nigam Ltd.
Pant Bhawan, 6th Floor, Bailey Road,
Patna-1

Dear sir,

With Reference to your advertisement no, **Processing- 01/2017** we hereby submit our most competitive rates as mentioned below

Sl. No.	Name of Article	Approx Qty. (in numbers)	Rate per unit inclusive of all Taxes F.O.R. one side printed as text enclosed	
			Word	Figure
1	B. Twill Bag (50/60 Kg cap.) size 94x57cm (one side printed)	3,00,000 Pcs.		
2	Jute Canvas Bag (30/40kg cap.) size 85x56cm (one side printed)	83,950 pcs		
3	Jute Canvas Bag (15/20 kg cap.) size 72x46cm (one side printed)	4,68,857 pcs		
4	Jute Canvas Bag (6/8 kg cap.) size 44x42cm (one side printed)	1,60,816 pcs		

Note:

1. The quoted rate should be inclusive of all taxes, 'c' form, and F.O.R. Nigam centres within the state of Bihar.
2. Delivery of material should be completed within 45 days of signing the agreement as per schedule given in supply order.
3. Tenderers should necessarily submit **two samples** of each material quoted in the tender. Tender without sample and earnest money be rejected.
4. Tenderers should also enclose the Demand Draft of earnest money with Technical Bid. Demand Draft should be in favour of M/s Bihar Rajya Beej Nigam Ltd. payable at Patna.

Tenderer's Signature
with stamp of the firm

AGREEMENT /BANK GUARANTEE FORMAT PART “C”



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

Form of **Agreement** to be executed by the successful TENDERER(s) or suppliers(s) with the Bihar Rajya Beej Nigam Ltd, 6th Floor, Pant Bhawan, Jawaharlal Nehru Marg, Patna.800001

This agreement made on the.....day of.....2017 between (Hereinafter called the suppliers) which expressing here the context so admits or implies includes his heirs, execution and assigns on the ONE PART AND THE BIHAR RAJYA BEEJ NGAM LTD, 6th Floor, Pant Bhawan, Jawahar Lal Nehru Marg, PATNA 800001 through its directors, or its authorized officer (hereinafter called the Nigam) which expression where the context so admits or implies in its successors and assigns of the other part.

Where the Nigam requires the suppliers of materials as per specification required as set forth in the schedule here and WHEREAS the suppliers have agreed to supply the materials at the price indicated against each item in the schedule F.O.R destination within the State of Bihar. Inclusive of all charges and taxes such as packing, insurance, levis form C etc. Suppliers have further agreed to supply above materials to any other place at an adjusted price depending upon the place of delivery on mutual agreement of both the parties.

Sl. No.	Name of articles	Approx. Qty.	Rate (F.O.R) inclusive of all taxes
1	2	3	4
1			
2			
3			
4			

The supplier will strictly adhere to supply schedule mentioned in the order as per following schedule.

Sl. No.	Type and size of bags	Approx.Qty.	Place of supply	Supply by to
1	2	3	4	5
1				
2				
3				
4				
5				
6				
7				

- 1- Further demand if any (other than mentioned above shall be intimated to the supplier within 30 days of finalizing the tender and the suppliers shall supply the same on the rates specified in this indenture.
- 2- The supplier also undertakes to guarantee that the supply of goods shall strictly confirm to the specifications given and the tender notice and that the Nigam shall be within its rights to refuse or accept in whole or part of the supply which is found substandard or otherwise defective this connection, the Nigam may is it so like get the sample to tested and in that case the acceptance of supplies will be subject to result of such test.
- 3- The supplier shall inform the Managing Director or any other officer of the Nigam as may be indicated in the supply order regarding dispatch of materials telegraphically. The post shall be dispatched by registered post immediately after consignment is dispatched by rail or road transport. Any damages or loss caused to the goods in transit for whatever reason shall be the responsibility of the supplier and the Nigam shall in no way be responsible for the same.
- 4- The supplier undertakes to indemnify the Nigam for any loss or damages that may be caused to the later due to wrong, short and non-delivery or defective supply of goods or supply not reaching to destination on schedule.

5- **INSPECTION**

- a) Primary inspection will be done by the Institute of Jute Technology, 35 Bally Ganj, Circular Road, Kolkata-700019 or any other authorized agency before dispatch of finished bags who will also supervise loading.
- b) Formal inspection at Plant level or unit level with regard to quantity, printing, stitching and number received shall also be carried out at consignee level by the Officer/Committee authorized for the same. During inspection representative of supplier may present.
- c) If any deviation beyond tolerance limit of any parameter in the report of either I.J.T or Local Inspection Committee. Deduction in payment may be followed as per para 6.2

6- **PAYMENTS**

- All invoices shall be prepared in triplicate and shall be signed by the suppliers or its authorized Agent. The invoice shall be sent in duplicate to the Regd. Office of the Nigam. 90% payment will be released after satisfactory inspection of consignment within 15 days of delivery.
- 6.1 Balance 10% payment of the supplied material will be made within 30 days after the completion of supply & receipt of all relevant papers including final accounting pertaining to supply in order.
 - 6.2 In case of deviation in specification of bags (in parameter) beyond the tolerance limit, there will be no payment of bill as mentioned in Tender Document as per terms and conditions Clause No. 9.6.
- 7- If the supplier fails to supply the material as per specification and delivery schedule provided in this indenture, the Nigam shall have the right to recover from supplier concerned damages of Rs. 100/- per day for consignment delayed subject to maximum of 10% cost of the supplies delayed.
 - 8- In the event of breach of agreement by the supplier further reserves the right to purchase part of whole of the good from any other source and the supplier shall be liable to compensate any other losses sustained by the Nigam due to in arranging the supply from other sources.

- 9- If the supplier is a registered S.S.I Unit for manufacture of Jute Canvas Bag, he shall deposit a security amounting to 2% of total value of the order placed with them, for the successful performance of the contract. Amount shall be deposited by the supplier within 7 days or signing in this agreement. Non registered S.S.I Unit shall have to deposit 5% of the total value of order as Security Deposit.
- 10- The security deposited by the supplier shall be refunded to him after 3 months of the completion of the contract to the satisfaction of the Corporation. In the event of any damage or loss caused to the Nigam due to breach of agreement by the supplier the Nigam shall have the right to forfeit the security and also the, supplier fails to execute the contract faithfully.
- 11- Materials of each consignment supplied by the supplier shall be inspected and examined by the authorized Officer/Agents of Nigam and in case the same do not confirm to the required specification in any means whatsoever, the Nigam shall effect the part wise consignment, province so defective. Once a lot has been rejected no further consideration of the acceptance shall be made even at any reduced price. No tolerance will be granted for specification other than what has been provided in the order. The Nigam shall return the reject item and the supplier shall lift such rejected item within 10 days of receipt of the information of rejection, failing which the Nigam shall not be responsible for the safety such rejected item and godown, charges as considered fit by the Nigam shall be charged for the period the ordered materials and kept in the stores of the Nigam.
- 12- The tender document and all consequent correspondence with the successful tender (s) shall from part of this agreement until otherwise any change is approved or agreed to by the Nigam.
- 13- All disputes in connection with the interpretation of clause(s) herein specified and all other dispute arising direct or indirectly or in connection with this indenture between the parties here to shall be referred for arbitration as provided part settlement of Disputes or Annexure "B" of the tender do whose award in the matter shall be final and binding on both the parties to this indenture.
- 14- In faith and testimony the parties have executed this agreement in duplicate on the date month and year first above written in presence of witness.

Witness (1)

For.....(Supplier)

(2)

Bihar Rajya Beej Nigam Ltd., Patna

Chief of Processing



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

BANK GUARANTEE IN LIEU OF EARNEST MONEY/ SECURITY MONEY

The Bank Guarantee executed on this.....day of 2011 byBank hereinafter called "The Bank" which expression shall include wherever permissible its successor and assigns, in favour of Bihar Rajya Beej Nigam Ltd., Patna through its Managing Director or his authorized Officer (hereinafter called the Nigam), which expression includes its successors and assigns at the request of M/S.....hereinafter called the Tender"/ supplier.

Whereas the tenderer supplier has to pay to the Nigam an earnest money/security money of Rs.....or furnish a Bank Guarantee in lieu of the earnest money/security money in respect of tender for supply of B.Twill/D.W.Jute Canvas Bags mentioned in the tender document/supply order.

And whereas the tenderer supplier has decided to furnish Bank Guarantee and has requested the Bank to furnish the same to the Nigam

And whereas the Bank has agreed to furnish the Bank Guarantee in lieu of deposit of earnest/security money. Now therefore, the Bank hereby agrees and guarantees:

- 1 If the tenderer/supplier commits any breach of the terms and conditions of the tender documents/ supply order in respect of tender and becomes liable to forfeiture of the earnest money/security money or any part thereof, the Bank hereby unfortunately and irrevocably agrees and undertakes and guarantee to pay to the Nigam on demand and without demand the amount of earnest/ security money stated above.
- 2 The Bank further agrees that the Nigam shall be the sole judge of and as to whether the said tenderer/supplier has committed and breach or breaches of any of the terms and conditions of the tender document/supply order and the extend of loss damages costs charges and expenses to or suffered by the Nigam on account thereof, but not exceeding the amount of earnest money/security money stated above, and the decision of the Nigam that the said tender/supplier has committed such breach or breaches shall be final and binding on the Bank. The Bank hereby undertakes guarantee that it shall pay the amount of Bank Guarantee on demand by the Nigam without asking or raised any question about the validity of the demand.
- 3 The Bank undertake that it shall not be necessary for the Nigam proceed against the tender/supplier before demanding the aforesaid amount of Bank Guarantee from the Bank or proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank.
- 4 The Bank undertakes not to revoke the guarantee during currency except with the previous consent of the Nigam in writing and agrees that any change in the constitution of the tenderer of the Bank shall not discharge the liability of the Bank hereunder.



- 5 Not with standing anything contained herein before the liability of the Bank under this guarantee is restricted to Rs.....The guarantee of the Bank shall remain into force up to 210 days from the date of opening of the tender in case of earnest money from the date of submission against security money deposit unless the Nigam make a claim from the Bank in writing on or before the said 180 days, all the rights of the Nigam under the said guarantee shall be forfeited and the Bank shall be relieved and discharge from all liability hereunder.

1. **Witness** -
2. **Witness** -

For and on behalf of



SPECIFICATION OF BAGS PART “D”



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

ANNEXURE A-1

SPECIFICATION OF DW JUTE CANVAS BAGS				
BAG CAPACITY		10KG	20KG	40KG
	Specification as per Indian Standard	7407(Part 111) 1980(first Revision with update amendment)	7407 (Part 11) 1980(First Revision with update	7407 (Part 11) 1980 (First Revision with update amendment
	Mass(g/m2) at 16% moisture Regain	380	407	407
	Tolerance	+30/-8	+33/-8	+33/-8
	Minimum Breaking strength(kgf)- Testing as per revelled strip Method(10cmx20cm) of IS 1969-1968(First Revision with update amendment			
	Wrap way	165	185	185
	Weft way	110	100	100
	Ends and picks (Testing as per IS 1963-1969,)(with update amendment)			
	Ends/dm	68	85	85
	Tolerance	+2	+2	+2
	Picks/dm	39	39	39
	Tolerance	+2	+2	+2
	Moistsure regain (Max.)	17%	17%	17%
	Oil content on dry Deoiled materials Basis -3%(max.)			
	Corrected Mass Of Bag at 16% Moisture Regain			
i)	Side (g)	239	298	420
ii)	Tolerance	+5%	+5%	+5%
Dimensions Of Bags(cm) with the minimum 1” stitching inside Fold/each side on raw deges.				
i)	Outside Length	64	72	85
ii)	Outside Width	40	46	56
iii)	Tolerance in Length/Width	+0.5 cm	+1.0 cm	+1.0 cm
Average Seam Strength (kgf)- Testing as per ravelled strip method(5cmx20cm of IS 9030-1979(with update amendment)				
i)	Side	50	55	55
ii)	Bottom	30	34	34
Bag Stitching		Double stitched double locked by inside folding with unbleached 9 cord no. 2 closing thread with four no. stitches per inch.		
Printing of bags		One one side/in one permanent greem colour by screen printing. Cost of the screen to be borne by supplier.		
Bags Packing In Iron bound Bales duly packed				
i)	Bags per Bale	200	100	100
Sample	Two sample Should be sent along with the tender failing which the tender may not be considered.			

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

ANNEXURE A-2

SPECIFICATION OF COTTON CLOTH BAGS

1	Basic cloth	Bleached cotton cloth, swan white in colour					
Capacity(kg)	0.750	1	2	3	4	5-6 ½	10-12
Size(LxB)cms	26x18	27x22	30x27	40x27	45x30	50x35	61x43
Bursting strength in kg/cm ²	5.1 kg.cm ² by liquid Pressures as per Guidelines of method In IS 1966-1975						
Wrapxweft per dm	252x221 252x221						
* Packing in each bale (nons)	2000	500	4000	3000	2000	2000	1200

1	Packing	<p>All the bags are to be tied up in bundles of 100 each. Twenty such bundles may be packed in one bale or as may be convenient while actually packing. The number of bags in each bale should be the same. For packing purpose ordinary. Hessian/HDPE cloth will be used</p> <p>So that bales do not get loose during transshipment and they should be squarely tightened with iron/plastic strips length & width wise. While packing, ensure, safety of cloth bags. The various bales will be properly marked and the weight of each bale along with the no. of bags contained therein should be indicated of the bale.</p> <p>The total number of bags will also be indicated in the Challan a copy o which will be forwarded to Head Office as well as to each of the respective consignee and another copy will also be packed inside each bale to enable consignee to tally the contents with the original copy of the challan. Shortage if any on actual checking of the consignment will be brought to the notice of the supplier by the respective consignee</p>
2	Tolerance	No tolerance is allowed in size however in strength it shall be(-)2.5% only.
3	Stitching of bags	Bags will be double stitched one from inside and one from outside on three sides leaving a margin of 1.50cm from inner side. Top of the bags will be opened. About 1.5cm of the cloth will be turned inside and stitched to prevent the thread from coming out. In case of the woven edge, no turning is required. Stitching will be done with sewing thread of 6 cord No. 10. The number of stitches per inch(2.5cm) should not be less than 10.
4	Printing of Bags	Printing will be done in three to four colours in all size of bags. Printing shall be done on both side in all size bags by screen printing and as per design/art work/colour schemes etc. to be supplied by the corporation. Before printing, creases if any, in the cloth bags shall be removed. The colour printing shall be uniform in all the bags. Bags with colour spots or with incomplete impression will not be accepted. The cost of screen will be borne by the supplier. Prof to be got approved before final printing is undertaken.
5	Samples	2 meters cloth proposed to be utilised for the preparation of the bags and meeting the desired specifications should be sent along with the offer. Failing which, the offer may be rejected. Each sample duly stamped and signed should bear the under noted information :

- 1 Name of the Mill
- 2 Code number
- 3 Bursting strength
- 4 Other details, if any

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

ANNEXURE A-3

(3) Specification for supply of D.W.Jute Canvas Bags 44x42cm (6/8kg capacity) one side printed

1	Weight per kg (gram)	150+8% or -2%
2	Length (outside) mm	440+3%/ -0%
3	Width (outside) mm	420+3%/ -0%
4	Ends dm	84+/-2
5	Picks dm	39+/-2
6	Moisture Regain	17 Max

- 1- **Stitching** Bags should be stitched double lock, with inside in between the two stitches. Stitching should be made with unbleached 9 ply no. 2 closing thread. Hiracl stitching in case of B.Twill bags and Hessian Bags.
- 2- **Printing** All the bags will be printed in deep permanent colour as per the specification closed on one side of the bags including texts.



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

ANNEXURE A-4

- (4) **Specification for supply of 2kgs capacity size 35x30cm Weight 26gms fabrics gms 120gsm.
(Non Woven Bag)**

Weight of bags	26gm+/-5%
Length	35 cm
Width	30 cm
Gsm	120

Cloth : Non woven Cloth (non laminated)

Printing : Machine Printing (Multi Colour Machine)

Printing Ink should be preferable offset ink environment friendly sheet fed ink of Toya Company and colour shade must be uniform in all batches sharp impression required as per the art work. Every care should be take to see that the colour or printing remains uniform for printing of all NWC bags. The NWC bags should be double stitched along with the top stitching wherever required and in L shape with inside stitching(inside fold)

Testing parameter size and weight.



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

ANNEXURE A-5

(5) B.Twill Bags 94x57cm (50/60kg capacity) one side printed

- | | | | |
|----|-------------------------------|---|--|
| 1. | Weight per bag (gram) | - | 665 + 7.5% / - 6%
At 20% moisture
Or 1.47 lbs. |
| 2. | Length(outside) m.m | - | 940+3 % /- 0% |
| 3. | Width (outside) mm | - | 570+3 % /- 0% |
| 4. | Ends d.m. | - | 76 + 4 -2 |
| 5. | Picks d.m | - | 28 + 2/ -1 |
| 6. | Stitches/dm (Hiracle) | - | 10 +1/ - 1 |
| 7. | Moisture Regain | - | 22 max |
| 8- | Branding & General Appearance | | |

(i)- **Stitching-** Bags should be stitched double lock, with inside in between the two stitches. Stitching should be made with unbleached 9 ply No. 2 closing thread. Hiracle stitching in case of B.Twill bags and Hessian Bags.

(ii)- **Printing:-** All the bags will be printed as per the specification enclosed on one side of the bag including texts.

(6) SPECIFICATION OF CLOTH BAGS.

1. Grey long cloth Bag 4/5kg cap (one side printed)
Ready size 51x28cms(outer). Bags should be stitched by strong cotton thread both side and outside, mouth preferably mill hemmed or interlocked. Folding 1.5cm printing one side in permanent green colour.**The weight of the bag should be minimum 35grams.**
2. Grey long cloth bags 2kg cap (one side printed)
Ready size 35x30cms(outer). Bags should be stitched by strong cotton thread, inside folding 1.5cms preferably mill hemmed or interlocked. Printing one side in permanent green colour.**The weight of the bag should be minimum 25 gram.**

(Signature of Tenderer)

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

EVALUATION STATEMENT OF TECHNICAL BID IN RESPECT OF OPEN TENDER HELD ON..... FOR THE PURCHASE OF BAGS

Sl. No	Particulars	M/s	M/s	M/s	M/s
1	2	3	4	5	6
1	EMD				
2	Income Tax return for the last two years				
3	CST/ VAT / TIN & PAN No.				
4	Experience certificate of last two years in Govt. Agencies & large sector Pvt. Companies with copy of supply order				
5	Audited balance Sheet duly signed By auditors				
6	Black listing Details or Notarial affidavit				

Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
Patna-800001(BIHAR)

EVALUATION STATEMENT OF TECHNICAL BID IN RESPECT OF OPEN TENDER HELD ON.....FOR THE PURCHASE OF BAGS

Sl. No	Particulars	M/s	M/s	M/s	M/s	Result
		1	2	3	4	5
1	D.W.Jute Bags 40kg capacity					
2	D.W.Jute Bags 20kg capacity					
3	Jute Bags 6/8kg capacity					
4	Non Woven Bags 2kg capacity					



Tender No.	Sl. No.	Item	Capacity of packing	Quantity in nos/kg.	Amount of EMD (in Rs.)
Tender No. 01/2016-17	1	B. Twill Bags	50/60 Kg	3,00,000 pcs	2,46,000.00
	2	Jute Canvas Bags	30/40 kg	83,950 pcs	78,850.00
	3	Jute Canvas Bags	15/20 kg	4,68,857 pcs	3,38,520.00
	4	Jute Canvas Bags	6/8 kg	1,60,816 Pcs	57,740.00
Tender No. 02/2016-17	1	Chemical (Tetramethy thiaram Di sulphite TMTD) Thiram (ISI Marked)	75% W.S.	6900 Kg.	33,120.00

