

TENDER NOTICE NO. : PROCESSING-03/2017-18



**(COMPETITIVE BIDDING NO. 03/2017)
TENDER DOCUMENT FOR SUPPLY OF DW JUTE BAG,
B.TWIL BAG & HDPE BAGS.**

LAST DATE OF COLLECTION FORM: 18.08.2017 (Up to 18:00 hrs.)
DATE OF DROPPING: 19-08-2017 (Up to 13:00 hrs.)
DATE OF OPENING: 19-08-2017 (At 15:30 hrs.)

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

TENDER DOCUMENT FOR PART "A"

TECHNICAL BID

(It consist of page 02 to 29 including this cover page)



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NOTICE INVITING TENDER NO. – PROCESSING- 03/2017

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	Capacity in Kg.	Qty. in nos	Cost of Tender document	Amount of EMD (in Rs.)	Last date of collection of tender form	Date of Dropping	Date of Opening
Tender No. 03/2017	1	B. Twill Bags (856 gm)	50/60 kg	1,66,000.00	Rs. 1000/-	2,00,000.00	18/08/2017 (Up to 18:00 hrs.)	19/08/2017 (Up to 13:00 hrs.)	19/08/2017 (Up to 15:30 hrs.)
	2	B. Twill Bags (665 gm)	50/60 kg	1,67,000.00		2,00,000.00			
	3	Jute Canvas Bags	30/40 kg	40,000.00		38,000.00			
	4	HD PE bags	30/40 kg	1,60,000.00		51,000.00			
	5	HD PE bags	20 kg	1,20,000.00		31,000.00			
	6	HD PE bags	10 kg	1,00,000.00		20,000.00			

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)

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 purchase of B. Twill Bag (50/60 Kg.) D.W. Jute canvas bags 30/40 kg., HDPE (Non Laminated & Non Skid) Bag 30/40 kg., 20 kg and 10 kg. capacity as mentioned in the table below for packing of different seeds of cereals, oilseeds, Pulses. etc.

Tender No.	Sl. No.	Description of Items	Capacity in Kg.	Qty. in nos	Amount of EMD (in Rs.)
Tender No. 03/2017	1	B. Twill Bags (856 gm)	50/60 kg	1,66,000.00	2,00,000.00
	2	B. Twill Bags (665 gm)	50/60 kg	1,67,000.00	2,00,000.00
	3	Jute Canvas Bags	30/40 kg	40,000.00	38,000.00
	4	HD PE bags	30/40 kg	1,60,000.00	51,000.00
	5	HD PE bags	20 kg	1,20,000.00	31,000.00
	6	HD PE bags	10 kg	1,00,000.00	20,000.00

2. **The tenderers participating in the tender must quote the rate for at least 40% of the quantity of each item notified in the NIT failing which the rates quoted by him will not be taken into consideration in evaluation of financial bid.**
3. The tenderers are clearly advised to go through the specification of the bags & terms & conditions & entire tender documnet 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.

4. **TWO BID SYSTEM:**

The tender is invited on Two Bid System (Technical Bid and Price Bid) in which the tenderer has to fill up Two Separate sealed envelopes one for technical bid & other for financial bid and both should be put in one outer envelope mentioning clearly the reference of Notice Inviting Tender (NIT) & date of opening of the tender on all three envelopes.

a. **ENVELOPE NO.1 (SEALED)**

This envelope should be addressed to Managing Director, BRBN and marked as **ENVELOPE NO.1- TECHNICAL BID FOR SUPPLY of JUTE BAG, B.TWIL BAG & HDPE BAGS** and it should contain papers as per "check list of enclosure for technical bid" viz EMD, proof of cost of tender document, Technical Bid as per Performa (Annexure- I) duly filled up, an affidavit as per Performa [Annexure-1(A)], etc.

The same has been marked as Part-I (Technical Bid) in the tender document.

Tenderer should invariably mention their name complete address etc. along with seal on left hand side of the sealed envelope for clear identification. Tenderer should also mention tender notice no. on top of the sealed envelope.

b. **ENVELOPE NO.2 (SEALED)**

This envelope should be addressed to Managing Director, BRBN and marked as **ENVELOPE NO.2- FINANCIAL BID for SUPPLY OF DW JUTE BAG, B.TWIL BAG & HDPE BAGS** and should contain the rates duly filled up by tenderer in the performa (Annexure- II) for financial bid. The same has been marked as Part-II (Financial Bid) in the tender document.

Tenderer should invariably mention their name complete address etc. along with seal on left hand side of the sealed envelope of financial bid also for clear identification. Tenderer should also mention tender notice no. on top of the sealed envelope.

Tenderers must fill their rates both in words and figures in this tender form of price/financial bid (envelop no.2) and submit the same as mentioned above. In case of any ambiguity in rates in words and figure, the rates written in words will be taken as final.

- c. Both envelopes should be placed in one big sealed envelope super scribing "TENDER FOR SUPPLY OF seeds *viz* SUPPLY OF DW JUTE BAG, B.TWIL BAG & HDPE BAGS and Tender Notice Number. The tenderer should invariably mention their name, complete address etc. along with seal on left hand side of this big sealed envelope also and should be addressed to Managing Director, BRBN. The tender notice no. should also be mentioned on top of this big sealed envelope.
- d. Tenders can be dropped in prescribed tender boxes placed in the offices of Bihar Rajya Beej Nigam Ltd. Patna on **19.08.2017 up to 13.00 hrs.** and tender will be opened on **19.08.2017 at 15.30 Hrs** in the office of **Bihar Rajya Beej Nigam Ltd. 6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)** 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.
- e. 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 as mentioned above. However, BRBN will not be responsible for non receipt or delayed receipt of such tenders.
- f. Financial bids will be opened on later date (separately communicated to tenderers) of only those tenderers, whose technical bids have been found in order. Tenders received after the due date and time will not be accepted.
- g. 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.
- h. **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. TENDERS WITH SUCH REQUEST NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD AND FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.**
- i. **The tenderers who are interested to quote the rates for one or more items are eligible for participation in the tender and will have to deposit full & fixed amount of EMD notified in the NIT for that/those items and no exemption or relaxation on this ground will be accepted.**
- j. The tenderers must produce authorization certificate from the proprietor/partner, if their representative participate in the tender.
- k. 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 subject to provisions in this regards.

Bihar Rajya Beej Nigam Ltd.

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

Qualifying criteria/items for TECHNICAL BID

Following item will be taken in to consideration for judging & qualifying in technical bid.

- a. 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).
- b. Income Tax return for the last two years duly acknowledged by the Income Tax Deptt. (To be attached).
- c. Copy of partnership deed, articles of association/copy of Bye- laws(To be attached)
- d. Registration number.

a. GST

b. PAN No



(Copy to be attached).

- e. 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.
- f. Audited Balance sheet of the company for the last three years (Rs. 3.00 Cr.) duly signed by the Statutory Auditors alongwith profit and loss account. (To be attached).
- g. Whether the company has been black listed by any organization? If yes, the details thereof. If not, a notarial affidavit must be attached
- h. 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 for unconditional acceptance of all terms and condition of BRBN without any reservation.
- i. A Certificate to be submitted 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.



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

TERMS AND CONDITIONS

1. a. The tenderers who are interested to quote the rates for one or more items are eligible for participation in the tender and will have to deposit full & fixed amount of EMD notified in the NIT for that/those items and no exemption or relaxation on this ground will be accepted.
- b. The tenders submitted without payment of tender cost (as mention in the tender notice) and without EMD will be summarily rejected.
- c. 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 may be rejected.
2. **LATE TENDER** : In case of advertised tender enquiry or limited tender enquiry, the tender received after the specified date & time will not be considered.
 - a. The tender sent by telex, cable or facsimile will be ignored & rejected.
 - b. Successful tenders shall execute an Agreement Bond in accordance with terms and conditions of tender document.
3. **VALIDITY PERIOD OF TENDER (BID VALIDITY PERIOD), Validity of Rate and Period**
 - a. Tender/offer will be valid for 60 days from the date of opening of the tender. EMD will be forfeited if the tenderer withdraws or alters its bid/offer during the bid validity period.
 - b. 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.
 - c. 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.
4. **EARNEST MONEY/BID SECURITY**
 - a. The tender shall be accompanied by interest free EMD (as per NIT) 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 105 days beyond the date of opening of tender. Tender without EMD will be summarily rejected.

- b. Any outstanding amount of the tenderer, if due with BRBN for payment/release, will not be entertained/considered for EMD purpose.
- c. Exemptions for submission of EMD will not be entertained at all in any case. EMD of unsuccessful tenderers, will be returned within a week of the finalisation of tender.
- d. 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 supply order 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. a. **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/non supply of seed.
- b. **Refund of Performance Security :** Performance security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligation under the contract.
- 7. 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.
- 8. Only one rate will be entertained against one item.
- 9. Any special conditions which may be prescribed for specific purpose by BRBN shall also be treated as part of this tender condition for all purposes.

10. ACCEPTANCE OF TENDERS

- a. The Corporation is not bound to accept the lowest quotations/rate. Any or all the quotations/rate may be rejected without assigning any reason to tender. It reserves the right for accepting in whole or part of the offer made. The decision of the Corporation in the matter shall be final and binding.
- b. 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 and extant provisions.

11. EVALUATION/ACCEPTANCE CRITERIA OF BID

- a. Contract will be awarded to the eligible lowest bidder for any item. In the event of quoted price of the eligible lowest bidder not found justified/not found reasonable by tender/purchase committee, negotiation can be held with him (i.e. L-1 party) for reduction in rate. Negotiation should normally be avoided and should be resorted to only in unavoidable /urgent cases when there is urgent need for purchase.

- b. If it is found that the quantity to be procured/purchased is more than what L-1 is capable of supplying, then the balance quantity will be distributed among next lower bidders (L-2, L-3) at the accepted rate of lowest bidder i.e. L-1 to fulfil the requirement.
- c. Conditional offer shall not be accepted by BRBN and the tenderer shall not impose any term/condition.

12. **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. In such situation the corporation may amend/modify the tender documents suitably through corrigendum /Addendum one week prior to the date of the submission of technical bids. **The copies of such amendment & modification will be uploaded on 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.** Hence tenderers are requested to visit frequently the above web sites.

13. **OTHER CONTRACTUAL OBLIGATIONS**

- a. The supplier shall not sublet or delegate this contract or part thereof without the written consent of the Corporation subject to extant rules in this regards.
- b. 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, subject to extant rules/provisions in this regards

14. **INSPECTION AND PACKING**

- (A) **Cotton cloth bag, High Density (Anti Skid) poly Ethylene sack (Non-laminated) woven bags on circular loom, Non woven Cloth (Non Laminated), Printed polyester Poly Laminated HDPE (Woven sack) etc as may be applicable in the tender:**

The Purchaser/Corporation shall have the right to inspect and to test the goods to confirm their conformity to the contract. Before the materials is supplied by the supplier the Pre-dispatch inspection shall be carried out by BRBN through deputing team of BRBN officers at the supplier's factory/Plant/Godown to check as to whether the bags conform the printing, design, art works, colour scheme, content & physical appearance as per approved proof sample. The supplier at the appropriate point of time i.e Minimum 10 days in advance, during the process of manufacturing goods, shall intimate the pre-delivery inspection schedule to the Corporation to depute representative for conducting pre delivery inspection of finished goods bearing complete printed as per requirement of the Corporation of minimum 33.3% of the ordered quantity and be offered/inspected in one lot in general otherwise in case of urgency of material or in the interest of BRBN, small quantity may also be inspected.

The inspection team shall issue the inspection report and release order (subject to conformity as per approved proof sample) to the supplier. In case inspected Goods does not conform to the standard of approved proof sample, the

purchaser/Corporation may reject them and supplier shall either replace the rejected Goods or make all alteration necessary to meet the conformity of contract free of cost of the purchaser/Corporation. Inspection Report & samples drawn from inspected lot of Goods will be duly authenticated by BRBN representative and representative of manufacturers/suppliers with date.

Post delivery samples of Goods drawn at consignee site, shall be sampled and sent for testing to the Designated laboratory by BRBN by giving opportunity to the supplier for association in the sampling. In case, Tested sample fails to conform to the specification of the contract, the purchaser shall use the Goods as per clause no. 16 with imposing penalty as per clause no. 30

In case, any complaint in respect of test report of sample, guard samples will be preserved for six months period from the date of receipt of Test Report from Testing Lab, later on it will be disposed off.

- (B) DW Jute Tarpaulin bags/B.Twill gunny bags/Flour bags/ DW Jute Hessian bags etc as may be applicable in tender:-**

The Purchaser/Corporation shall have the right to inspect and to test the Goods to confirm their conformity to the contract. Before the materials is supplied by the supplier, the Pre-dispatch inspection and Test shall be carried out by BRBN through deputing a team of BRBN's officers & Inspection agency(IJT, Kolkata or others) at the supplier's factory/Plant/Godown to check as to whether the bags conform the printing, design, art work colour scheme, content & physical appearance as per approved proof sample and draw the sample to conduct the test the purchaser requires. The supplier at the appropriate point of time i.e Minimum 10 days in advance, during the process of manufacturing goods, shall intimate the pre-delivery inspection schedule to the Corporation to depute representative for conducting pre delivery inspection of finished goods bearing complete printed as per requirement of the Corporation of minimum 33.3% of the ordered quantity and be offered/inspected in one lot in general otherwise in case of urgency of material or in the interest of BRBN, smaller quantity may also be inspected.

Inspection Committee of the Corporation will draw the sample from 100% quantity offered by the supplier based on the guide line given in BIS standard or approved by the Corporation. The inspection team shall put identity on each and every bales of total quantity for inspection conducted by the Inspection Team. These samples will be duly authenticated by an inspection team of BRBN and representative of manufacturers/suppliers with date. The sample drawn at supplier site shall be sent for testing to the laboratory by the Corporation, for the purpose of verifying quality of bags.

The inspection team shall issue the inspection report and release order (subject to conform their conformity to the contract) to the supplier. In case, Inspected Goods fail to conform to the Technical specification and conformity as per approved proof sample, the purchaser may reject them and supplier shall either replace the rejected Goods or make all alteration necessary to meet the conformity of contract, free of cost to the purchaser. Inspection Report & Samples drawn from

inspected lot of Goods will be duly authenticated by BRBN representative and representative of manufacturers/suppliers with date. **Bags will be cleared for dispatches only when bags will be found confirm their conformity to the contract in respect of Technical Specification as well as per approved proof sample.**

Bags are to be dispatched to all locations in the presence of the Inspection Committee or as per the guide line of the Corporation from time to time. **The time required for testing of sample will be excluded from the delivery schedule period given in the Purchase Order for supply of bag (Period from the date on sample drawn to date on issuance the clearance for dispatch of bags to the supplier).** In case bags will not found to confirm their conformity to the contract then another lot of bags is to be offered by the supplier for inspection and drawn of samples for testing, grace supply period of previous lot will not be considered as well as no extra time will be granted in the delivery period.

15. Pre-Delivery Inspection:

The expenditure incurred by BRBN's nominee such as TA & DA shall be borne by the Purchaser/Corporation. However, the suppliers shall provide cost of material. Equipment, tools, labour and other facility for carrying out inspection/drawing up of samples for which the 10 days notice to the Corporation/Purchaser so that the supplier is in a position to give inspection/drawing up of the sample. The Corporation/Purchaser or his authorized nominee may carry out inspections at the supplier's works.

In case the suppliers give a notice and fails to offer the items/stores for inspection/drawing up to the samples on the dated fixed for this purpose, the expenditure incurred on TA/DA of the Corporation's nominee shall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension for delivery time.

16. Changes in specifications:

- (a) If BRBN/Purchaser should require any changes in specification, the supplier shall use his best endeavour to comply with the Corporation's/Purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- (b) 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/Purchaser, the supplier will be entitled to receive the payments at the rates fixed by the Corporation/Purchaser after taking into consideration the unsatisfactory quality of the material supplied and not rates mentioned in the purchase order.

17. Right to terminate or Alter the Contract:

If at any time during the terms of this contract the plan of the Corporation/Purchaser changes for any reason beyond the control of the Corporation/Purchaser, the corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of each material as is complete and ready for dispatch. Such officer shall also prepare on inventory of the raw materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/Purchaser shall accept delivery of the material that are complete and

ready for dispatch and may or may not award compensation to the supplier for the raw material already procured of may in its option allow the suppliers to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.

18 Marketing:

The supplier shall comply with the requirements of Indian acts relating to merchandise and rules made there-under for marking of all the goods supplied.

19 Packing:

The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

20 Change Order:

The Corporation/Purchaser may at any time, make changes within the general scope of the contract in any one or more of the following:

- (i) Design & Printing
- (ii) Place or delivery.

21 Warranty:

(a) The supplier warrants that the goods supplied under this contract are new unused of the most recent and incorporate all recent improvements in design printing and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/Purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements that the Corporation/Purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within one months (promptly and satisfactorily). If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation/Purchaser shall not be responsible to keep the defective items/stores.

22 Liquidated damages/extension in specified delivery period/time period for supply of goods:

It is emphasized by the Corporation/Purchaser & understood by the supplier that the period of delivery, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/Purchaser. subject to force majeure clause **24** . If the supplier fails to deliver any or all of the goods within the time periods (s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract. However, If the extension in specified delivery period/time period of goods is granted by BRBN on administrative ground i.e. due to inability of BRBN to receive the goods for any reasons or due to requirement/additional requirement of BRBN to take the material beyond the specified delivery period/time period, no penalty by BRBN will be imposed for extension in delivery period/time period.

The Corporation/Purchaser may with hold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/Purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

23. Default & Risk Purchase:

- (a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company, should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/APC to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/Purchaser may be put incur or sustain by reason of, or in connection with supplier's default.
- (b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

24. Force majeure:

- 24.1 Notwithstanding the provisions of Clause 22 & 23. The supplier shall not be liable for forfeiture of its Security Deposit. Liquidation damages or termination

for default, to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of the event of Force majeure.

- 24.2 For Purposes of the Clause. "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of the Corporation/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof with 48(Forty eight) hours. Unless otherwise directed by the Purchases in writing, the supplier shall continue to perform its obligations under the Contact as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25 Terms of payments:

- (A) All invoices shall be prepared in Triplicate in the name of Bihar Rajya Beej Nigam Ltd. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorised agent. Every invoice shall bear a certificate that.

" The material covered by the invoice has been inspected by the IJT/Inspecting team of BRBN before delivery and conform in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".

- (B) Unless otherwise specified in the contract, 90% of the invoice value may be paid by Bihar Rajya Beej Nigam Ltd against proof of delivery of the material at destination and satisfactory inspection of the consignment within 15 days of delivery. **The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No. IFSC code no., MICR code no. Permanent Account No. (PAN) etc.**

- (i) **Cotton Cloth bag, High Density(Anti Skid) Poly Ethylene Sack(Non Laminated), woven bags on Circular Loom, Non Woven Bag etc.:** 10% of the invoice value, shall be paid on receipt of test report from designated lab of samples after making necessary deduction if any reported sub standard as per deduction norms given in penalty clause.....
- (ii) **All type of Jute Bags:** Balance 10% of the invoice value, shall be paid on completion of satisfactory execution of purchase order & receipt of satisfaction report in respect of Quality & Quantity etc observed/noted during use from all respective destinations after making necessary deduction if any.

- 26 **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.

- 27 **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.

Tenderers should necessarily submit two samples of each material quoted in the tender quoted in the tender. Tender without sample and earnest money and cost of tender document will be rejected.

28 **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 Agriculture Production commissioner Bihar (Chairman of Board of Director of BRBN) 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.

29. SPECIFICATION

(a) SPECIFICATION OF B.TWILL AND DW JUTE CANVAS BAGS

BAG CAPACITY		50/60 KG	15/20 KG	30/40 KG	50/60 KG
	Specification as per Indian Standard	IS3667:1993	7407 (Part 11) 1980(First Revision with update	7407 (Part 11) 1980 (First Revision with update amendment	IS3667:1993
	Mass(g/m2) at 16% moisture Regain		407	407	
	Tolerance		+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	160	185	185	160
	Weft way	165	100	100	165.00
	Ends and picks (Testing as per IS 1963-1969,)(with update amendment)				
	Ends/dm	76	85	85	76
	Tolerance	+4-3	+2	+2	+4-2
	Picks/dm	31	39	39	28
	Tolerance	+2-1	+2	+2	+2-1
	Moisture regain (Max.)		17%	17%	22
	Oil content on dry Deoiled materials Basis -3%(max.)				
Corrected Mass Of Bag at 16% Moisture Regain					
i)	Side (g)	856	298	420	665
ii)	Tolerance	+10%/-7.5%	+5%	+5%	+7.5%-6%
Dimensions Of Bags(cm) with the minimum 1" stitching inside Fold/each side on raw deges.					
i)	Outside Length	94	72	85	94
ii)	Outside Width	67.5	46	56	57CM
iii)	Tolerance in Length/Width	+4	+1.0 cm	+1.0 cm	+3%
Average Seam Strength (kgf)- Testing as per ravelled strip method(5cmx20cm of IS 9030-1979(with update amendment)					
i)	Side	62kgf	55	55	62kgf
ii)	Bottom		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 side/in one permanent green 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	100	100	100	100
Sample	Two sample Should be sent along with the tender failing which the tender may not be considered.				

(b) SPECIFICATION OF HDPE Bags (Non laminated & Non Skid)

CAPACITY(kg)	10	15/20	30/40
Size(LXW)cm	66x38	71x48	86.5x56
Weight of bags(gram)	64	85	117
Mesg	12x12	12x12	12x12
Denier	1000	1000	1000
Tolerance in weight	+5% However in bundle of 500 bags it should be less than +-3%		
Tolerance (acceptable in Length (cm)	+3,0	+3,-0	+3, -0
Fabric	Single piece pure white in colour as per IS-6192-1971		
Mouth of Bags	Hammed and folded(minimum 25mm inside and stitched)so that tapes do not fray		
Stitching	Only bottom stitched(Double fold double raw) and folded inwards and stitched from outside by a minimum 25mm. The bag should be bottom stitched with two row of chain/lock stitches with tap of 1200 denier with first row stitches 12+-2 per dm, uniform without any loose thread or knot. In case of lock stitches, number of stitches shall be 16+-2 per dm.		
Breaking Strength(kgf)	Tested on 5x20 cm levelled strip method at constant rate of traverse machine @ 300+15 mm per dm. Testing method as per IS-1969-1968 and IS 6192-1971		
Wrap way	90		
Weft way	80		
Seam Breaking(kgs)	Testing method IS-9030-1979		
Bottom seam	35		
Specified values for fabric and seam are average breaking load value of samples under test. However individual value shall not be below 10% of specified value.			
Sample:- Two sample bags should be sent along with quotation, failing which the quotation may not be considered.			
Printing	Bags should be branded by printing as per monogram and design in 3-4 colours on one side of the bags. Ink and ingredients used should be alcoholic resistant, smudge free, bright and should not smear in contact with water and will not affect the fabric.		
Sample	Two sample Should be sent along with the tender failing which the tender may not be considered.		

I. **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		
9-	Wrapway (in kgf)	-	160.00
10-	Weftway (in kgf)	-	165.00
11-	Seam Breaking Loads (kgf)	-	62.00

- (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. The cost of screen will be met by the supplier.
- (iii) Rate should be quoted for FOR destination door delivery at in Regional Offices - Kudra, Bhagalpur, Hajipur, Begusarai and Sherghati (Gaya).

30. Penalty Clause

- a. **Penalty Norms on account of supply the inferior quality of DW JUTE BAG, B.TWIL BAG & HDPE BAGS:** The material should be strictly supplied to conform their conformity to the contract, In case any deviation in technical specification reported sub standard in Test Report by designated lab, same Goods shall be consider to be accepted as per clause no. 16 (b) above with imposing penalty as per the norms given below and same to be recovered from the payments/dues of the supplier.

b. D.W. Jute Canvas bags 30/40kg

i. 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

ii. 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:

$$E+F$$

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

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.

iii. 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.

C. B. Twill Gunny bags: (50/60 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.

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

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.

- D. (a)** Penalty for breaking strength of HDPE bags 10,20,40 kg capacity- The penalty on this account shall be operated as the table given below. Separate penalties would be imposed for breaking strength in warp and weft way, as per the penalty level given in column-3 of the table below. Testing method as per IS-1969-1068 and IS-6192 with upto date amendment.

Warp way (in Kgf)	Weft way (in Kgf)	Penalty (%)
90.0	80.00	0.0
82.00	76.00	0.5
74.00	73.00	1.0
58.00	67.00	5.0

- (b).** Seam strength : The penalty on this account shall be operated as per the table given below separate penalties would be impose for bottom strength as per the penalty levels given in columns-2 of the table below: Testing method as per IS-9030-1979 with upto date amendment.

Bottom seam strength (kgf)	Penalty(%)
35.00	0.0
33.00	0.25
32.00	0.50
30.00	2.00

- c. Fabric Weight : Penalty on this account shall be imposed as per the table given below: Method of test as per IS-1964

% Variation from prescribed standard	% penalty
Upto 5%	0.00
Upto 6%	2.00
Beyond 6%	3.00

- d. High Density(Anti ski) Poly Ethylene sack (NON-LAMINATED) Woven Bag on Circular loom/Printed polyester Poly Laminated HDPD Bags(non Laminated) (50kg & 100kg capacity)

- e. Penalty for breaking strength:-

The penalty on this account shall be operated as the table given below. Separate penalties level given in column-3 of the table below testing method as per IS-1969-1968 and IS 6192-1971 and upto date amendment.

Wrap strength (kgf)	Weft strength (kgf)	Penalty (%)
90	90	0
79	79	0.5
71	71	1.0
55	55	3.0

- f. The penalty on this account shall be operated as per the penalty levels given in column-2 of the table below. Testing method as per IS-9030-1979 and upto date amendment.

Bottom seam strength (kgs)	Penalty (%)
37	0
35	0.25
33	0.50
31	2.00

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

% Variation from prescribed standard	% penalty
Upto 5%	0
Upto 6%	2
Beyond 6%	3

Note : If required, the Corrigendum/Correction slip may be issued by BRBN up to one week before opening of Tender and same will be uploaded on websites only as mentioned in the tender document.

Annexure-1**FORM FOR TECHNICAL BID**

From

To

.....

The Chief of Processing
 Bihar Rajya Beej Nigam Ltd
 6TH Floor, Pant Bhawan,
 Jawahar Lal Nehru Marg,
 Patna-800001

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company firm:-

Name of the company/ firm with complete address, contact no. & e-mail address	Type of company/firm i.e. proprietorship/ partnership/ Pvt. Ltd. Company etc. with its registration No.	Name & Contact No. of Proprietor's/Partners/ Directors Etc.

Attach the necessary valid document in support of claim.

2. Details of the past experience for manufacturing and or supply of item quoted with list of clients and value of materials supplied (last two years) (attach copies of PO):-

S.No.	Name of the Govt. Agency/Govt. Deptt./ Company etc.	Year of Supply	Items Supplied	Quantity & Amount

3. Capabilities with respect to personnel, equipment and manufacturing facilities with details:

Full address where factory is situated	No. of Skilled Labour	No. of Unskilled Labour	Detail of Infrastructure	List of Machines/equipments with full details per day capacity (Item Quoted)

Attached Consent Letter from Concerned Firm in case of Hired Facility.

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average of annual turnover for last three years **should not be less than Rs. 3 crore.**

Financial Year	Annual Turnover (Rs. In Lakh)	Annual Profit/Loss (Rs. In Lakh)	Remarks

5. Registration:

GST No.

6. Income Tax Details:

PAN No.	Returns for last two years (attached)	
	Year	Coppy

7. Particular Banker:

Name and Address Of Banker	Type of Account	Account No.	IFS Code	MICR Code

8. EMD

Banker's Name	Draft No./ UTR	Amount (in Rs.)

9.A A undertaking on Rs. 100. Non Judicial Stamp Paper or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1.

10. An affidavit on Rs. 100 non judicial stamp paper of self attested 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.**

11. Evidence of Access of Finance Required for work (With Valid Proof):-

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by Bihar Rajya Beej Nigam Limited management.

Thanking you,

Signature

Place

Name of Authorized Signatory:

Date:

Address:

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

Phone No:

Mobile No.

SEAL

Note:- All particulars are to be filled properly & correctly if required extra sheet can be attached.

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

[To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer]**

I [Name and designation]** appointed as the attorney/authorized signatory of the tenderer [including its constituents], M/s. [hereinafter called the tenderer] for the purpose of the Tender documents for the supply B.Twill,D.W.Jute canvas and HDPE Bags as per the Tender Notice No. Processing-03/2017 of Bihar Rajya Beej Nigam Ltd, do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under:

1. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
2. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
3. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by me/us.
4. I/We understand that if the certificates regarding eligibility criteria submitted by me/us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for one year and legal action against me. Further, I/we [insert name of the tenderer]** and all my/our constituents understand that my/our offer shall be summarily rejected.
5. I/We also understand that if the certificates submitted by me/us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, forfeiture of EMD and Performance Security, suspending of business for one year as well as legal action against me.
6. My business is not banned by Government/Public Sector etc. and I am legally eligible.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer.
Attestation before Magistrate/ Notary Public.

DESPATCH DESTINATION

All type of DW JUTE BAG, B.TWIL BAG & HDPE BAGS shall be supplied to the following locations of the BRBN, Ltd. On the F.O.R. Basis (Door delivery at BRBN's Godown).

Sl. No.	Region	Address
1	Kudra	Bihar Rajya Beej Nigam Ltd. G.T. Road, Kudra (Kaimur)
2	Hajipur	Bihar Rajya Beej Nigam Ltd. Dighhi, Near Police Line, Hajipur (Vaishali)
3	Begusarai	Bihar Rajya Beej Nigam Ltd. Bishunpur, Near Harijan Thana, Begusarai
4	Bhagalpur	Bihar Rajya Beej Nigam Ltd. Tilkamanghi, Krishi Bhawan Campus, Bhagalpur
5	Sherghati	Bihar Rajya Beej Nigam Ltd. Near Police Station & Sherghati Block, Sherghati (Gaya)

AGREEMENT

This agreement is made on this datebetween the Bihar Rajya Beej Nigam Ltd. incorporated under the Companies Act, 1956 and having its registered Office at Pant Bhawan, 6th floor, Bailey Road, Patna (hereinafter called "Corporation" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s (herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing JUTE BAG, B.TWIL BAG & HDPE BAGS etc. invited offers vide tender No.

AND WHEREAS the supplier submitting their tender No.....and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No.....dated.....with supplier for the supplies of items/materials as per specifications quantities and No. mentioned in purchase order No.....dated..... which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in tender document, which shall also form part of this agreement.

For and on behalf of the supplier

**for and on behalf of the Bihar
Rajya Beej Nigam Ltd., Patna.**

Witness

1

2.

3.

Witness

1

2.

Bihar Rajya Beej Nigam Ltd.

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

Check list of enclosures for Technical Bid (Envelope No. 1):

S.No.	For B. Twill (50/60 kg.), DW Jute Canvas (30/40 Kg) & HDPE Bags (30/40 Kg, 20 kg & 10 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 GST & 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 alongwith Profit & Loss Account.
7	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.
8	In case, Authorized representative is participating in the tender, the Authorization Certificate from the partner/proprietor for participating in the tender.
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 he has accepted & agreed all the terms & condition of the bags unconditionally.
11	All the pages of tender documents of technical bid (Except financial bid), called here by as Part-'A' will all enclosures duly signed and stamped on each and every pages.

TENDER DOCUMENT FOR PART "B"

PRICE BID

(It consist of page 30 to 31 including this cover page)



[Handwritten signature]

[Handwritten signature]



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- 03/2017

ANNEXURE-II

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- 03/2017** 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 (in Rs.)	
			Figure	Word
1	B. Twill Bag (50/60 Kg cap.) size 94x67.5cm (one side printed) weight - 856 gm.	166000		
2	B. Twill Bag (50/60 Kg cap.) size 94x57cm (one side printed) weight - 665 gm.	167000		
3	Jute Canvas Bag (30/40kg cap.) size 85x56cm (one side printed)	40000		
4	HDPE Bags Bag (30/40kg cap.) size 86.5x56cm (one side printed)	160000		
5	HDPE Bags (15/20 kg cap.) size 71x48cm (one side printed)	120000		
6	HDPE Bags Bag (10 kg cap.) size 66x38cm (one side printed)	100000		

Note : In case of any ambiguity in rates in words and figure, the rates written in words will be taken for consideration.

We agree to the terms and conditions specified in the tender no. 03/17. It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchaser,

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 30 days of issuing order as per schedule given in supply order.
3. Tenders may quote the rate of one or more than one item.

Tenderer's Signature
 with stamp of the firm