



**TERMS AND CONDITIONS**  
**OF**  
**EXPRESSION OF INTEREST (EOI)**

**For Registration of Producer Supplier of Seeds**

*(It consist of page 01 to 20 including cover page no. 01)*

**बिहार राज्य बीज निगम लिमिटेड**  
छठी मंजिल, पंत भवन, जवाहर लाल नेहरू मार्ग, पटना — 800001 (बिहार)  
दूरभाष/फैक्स: 0612 2547066, वेबसाइट: brbn.bih.nic.in ई-मेल: brbn.bih.mail@gmail.com



## BIHAR RAJYA BEEJ NIGAM LIMITED

6<sup>TH</sup> 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

### VERY SHORT NOTICE

#### EOI for Registration of Producer Supplier of Seeds

Bihar Rajya Beej Nigam Limited invites offer from original Producers or their duly Authorized Agents for Empanelment/Registration of Registered Producer Suppliers of Fresh Certified/Truthfully Labelled seed of Cereal/Pulses/Oilseeds/Fodder/ Green Manure/Jute/Horticultural seeds.

Form can be purchased from office of Bihar Rajya Beej Nigam Limited at office hour on payment of Rs. 10,500.00 (Non refundable). Forms can also be downloaded from the website [www.brbn.bih.nic.in](http://www.brbn.bih.nic.in) and [www.krishi.bih.nic.in](http://www.krishi.bih.nic.in). Producer/Suppliers who downloads application from website will have to submit a Demand Draft of Rs. 10,500.00 (Ten Thousand Five Hundred Only) issued from any Nationalized Bank in favour of "Bihar Rajya Beej Nigam Limited", payable at Patna. Forms without application fee will not be accepted. Those Producers/Suppliers who has been approved through our earlier EOI, need not be apply. The last date of submission of form is 24.10.2018 upto 1.00 PM. If required, the Corrigendum/Correction slip may be issued by BRBN up to 23.10.2018 before submission of EOI and same will be uploaded on websites only.

Chief of Marketing





## BIHAR RAJYA BEEJ NIGAM LIMITED

6<sup>TH</sup> 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

### EXPRESSION OF INTEREST (EOI)

EOI is invited for Registration of Producers Suppliers of Various Crops,

#### **Tender Schedule & Contact Details:**

Particulars	Details
Date of issue of EOI	15.10.2018
Issuance/Download Start Date/time :	15.10.2018 – 10:30AM
Issuance/Download End Date/time :	24.10.2018 – 01:00 PM
Schedule for bid submission:	Up To 01:00 PM on 24.10.2018
Schedule for opening of Bid:	03:00 PM on 24.10.2018
Application Fee & Registration Fee (Non Refundable)	Rs. 10,500/- (Rupees Ten thousand Five Hundred Only.)*
Address for Communication	M.D., Bihar Rajya Beej Nigam Limited, 6 <sup>th</sup> Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna – 800001 (Bihar)
Contact Phone No &E-Mail	0612- 2547066& Mail: brbn.bih.mail@gmail.com

Details of eligibility criteria, tender schedule and other Terms and Conditions can be viewed and downloaded from <https://biharbeej.in>. Interested Producer suppliers may submit their bid on or before **01:00 PM on 24.10.2018** and has to deposit Tender participation fee of Rs. 10500/- The bid will be opened on the same day at 03:00 PM. BRBN reserves the right to make any alteration/modification in Tender Document or scrap the Tender at any stage without assigning any reason.

Chief of Marketing





## BIHAR RAJYA BEEJ NIGAM LIMITED

6<sup>TH</sup> 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

Bihar Rajya Beej Nigam Ltd., (BRBN) Patna invites EOI from the eligible bidders for enrolment as Registered Producer Supplier of various Crop Seeds.

### INSTRUCTIONS TO BIDDER –

#### **I. PREPARATION & SUBMISSION OF APPLICATIONS:**

Detailed NIT may be received from the office of BRBN or downloaded from BRBN website.

#### **II. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the BRBN, shall be disregarded.

#### **III. OPENING AND EVALUATION OF APPLICATIONS:**

BRBN shall open documents of the Applicant on the Application due date i.e. in the presence of the Applicants who choose to attend. BRBN will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.

#### **IV. DISCLAIMER:**

The vendor must read all the instruction in the EOI and submit the same accordingly.

#### **Expression of Interest for Registration of Producer Suppliers of Crop seeds**

##### **1. About Bihar Rajya Beej Nigam Limited:**

Bihar Rajya Beej Nigam Ltd. (BRBN) is a State Public Sector Undertaking under Department of Agriculture, Govt. of Bihar engaged in production and distribution of high quality Certified /Truthfully/Hybrid Labeled Agriculture Crop Seeds.



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## 2. Definitions:

- 2.1 BRBN means unless excluded by and repugnant to context or the meaning thereof, shall mean "Bihar Rajya Beej Nigam Limited." which has invited bids under this Expression of Interest and shall be deemed to include its successors and permitted assigns.
- 2.2 RPS means unless excluded by and repugnant to context or the meaning thereof, shall mean Registered Producer Suppliers
- 2.3 'EOI' means this Expression of Interest for Registration of Producer Suppliers of Crop seeds.
- 2.4 The Firms, Institutions and Companies submitting the proposal in response to this EOI shall herein after be referred as "Producer Supplier"

## 3. About EOI:

In order to augment the production quantity, BRBN requires "Producer Suppliers" for undertaking Production and Supply of Crop Seeds on "As per Requirement Basis".

## 4. Objective:

- 4.1. BRBN is looking for Producer Suppliers having capability of Production and Supply of Certified or Truthfully/Hybrid Labelled Seeds of Cereals, Pulses, Oilseeds, Fodder, Fibre, Green manure, and Vegetable Seeds on "As per Requirement Basis" and invites applications from reputed Producer Suppliers to submit their Expression of Interest (EOI) to register as Producer Supplier dealing in above mentioned crop seeds. Registered Producer Supplier (RPS) shall be eligible for participation in seed production program and get financial assistance as per Ministry of Agriculture & Cooperation, Government of India/ Department of Agriculture, Government of Bihar terms, as applicable, time to time. The preferred Crops to be supplied are Paddy, Berseem, Cowpea, Dhaincha, Moong, Urd, Oat, Gram, Arhar, Wheat, Lentil and Maize, Spinach, Green Peas, Redish, kulthi, Chaulai (Amaranthus) etc. However, these crop names are only indicative and may vary the actual requirement at the discretion of BRBN. The requirement will be for the varieties which are predominantly under sales in Bihar.
- 4.2 Producer Suppliers satisfying Eligibility criteria as per the EOI and having experience in supply of Crop seeds may respond.

## 5. Terms and Conditions of Registration of Producer suppliers are as follows,

- 5.1. **Eligible Entity:** The Producer Supplier should be the Company either Private or Public registered under the Companies Act-2013 (earlier 1956) with the Registrar of Companies (RoC), Sole Proprietorship firm or Partnership firm registered with the Registrar of Firms (RoF), State level Co-operative/Multi-State level Co-operative



registered under the respective State Co- operatives Act and Central Co-operative Act respectively.

- 52. Experience:** The Producer Supplier should have valid license and minimum 3 years experience in dealing with supply of Crop seeds to Central/State Govt. and Central/State Agencies for which he/she is interested. In case of Start-up Eligible Entities the experience shall be minimum 1 year but on similar lines aforesaid.
- 53. Turnover:** The Producer Supplier should have a minimum annual average turnover of Rs.20.00 Crores in the past 3 years applying for Registration. This condition shall be relaxed completely in case of Start-up Eligible Entities.
- 54. Certification for Non-Blacklisted:** The Producer Supplier or any Director of the Company or Partner of the firm should not have been debarred/blacklisted by any Govt.(State or Central) agency, any State Seed Certification Agency or State Seed Corporation including BRBN during the last 3 years. Certification in this regard should be submitted as per annexure-C.

**6. Documents to be submitted by Producer Suppliers:**

S. No.	Document	Submission	Authority
1.	State Level Seed License in Bihar	Mandatory	Director of Agriculture, Patna (Bihar)
2.	Seed Processing Plant Registration No.	Own/Lease	Seed Certification Agency
3.	Seed Producers Registration Certificate No.	If applicable	Seed Certification Agency
4.	<b>TIN (Tax Information Network)</b>		
a.	PAN (Permanent Account Number)	Mandatory	As per Income Tax Act, 1961
b.	TAN (Tax Deduction & Cancellation Number)	If applicable	As per Income Tax Act, 1961
5.	GST Registration	Mandatory	As per GST Act, 2017.
6.	<b>Certificate of Registration</b>		
a.	For Sole Proprietary Firm		
b.	For Partnership Firm (Partnership Deed to be furnished)		From Registrar of Firms



c.	For Private and Public Ltd. Companies.(Articles of Association or Certificate of Incorporation and commencement of business or Memorandum of Understanding to be submitted)		From Registrar of Companies
d.	For State Level Co-operative (Bye-Laws to be furnished)		From Registrar of Co-op Societies of respective State Government
e.	For Multi-State Co-operatives (Bye- Laws to be furnished)		From Registrar of Co-op Societies, GOI.
h.	Farmer Producer Organizations		From State/ Central SFAC Authorized Authority.
7. a	Shop/Commercial Establishment License/ Registration Certificate	Mandatory	As per Shop & Establishment Act of respective State Govt.
b	In case of Shops/Commercial Establishment at Village Level		Certificate from Village gram Panchayat signed by official Gram Sevak Only
8.	Shop and Godown ownership Property Card/Lease/Rental Agreement (As may be the case)	If possible. However full effort to be made	
9.	Income Tax Returns (Latest for 3 year)	Mandatory	Relaxable for Start-Up (Latest for 1 year)
10.	Annual Balance Sheet (Latest for 3 Years)	Mandatory	Relaxable for Start-Up (Latest for 1 year)
11.	Copy of at least 3 supply orders each of Rs.50.00 lakhs and above executed in the past 5 years with any Central/State	Mandatory	Relaxable for Start-up(Copy of 1 supply
	Government Deptt, Agencies, PSU and Cooperatives.		order of Rs.5.00 Lakhs)



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12.	Certificate from Purchasers satisfactory execution of supply orders.	If available	
13.	Certification that the Producer Supplier has not been black listed or debarred by any Central/State Govt. or Central/State Agencies on Stamp paper of Rs.100/- attested by Notary	Mandatory	

**7. Application and Registration Fees:**

The following amount shall be payable towards application and registration

<b>Rs. 10,500/-</b> (Application fees & Registration fees Non Refundable))	To be paid
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- 7.1. The above fees will be applicable to all the categories of Producer Supplier including MSME and NSIC.
- 7.2. Failure to produce the documents as necessary proof along with the Application and Registration fee while submission of request for Registration of Producer supplier/EOI proposal shall render the applicant ineligible for Registration.
- 7.3. The Producer Supplier should not provide any financial proposal with the response to this EOI.

**8. Scope of Registration of Producer Suppliers:**

- 8.1. Registration would be for supply of Crop seeds of different varieties as per requirement from time to time.
- 8.2. Registration would be for one year from the date of finalization of registration which may be extended for further one year after satisfactory performance during the year.
- 8.3. Generally, financial bids will be invited for the Crop/Varieties which are neither in production chain of BRBN nor available with BRBN in sufficient quantity.
- 8.4. Individual bids will contain detailed terms and conditions, instructions, location details, Payment terms, Penalty for non supply / delayed supply and scope of work etc.
- 8.5. The bids will be scrutinized by the BRBN purchase committee. In case of procurement of certified seed, Production area and quantity registered with SSCA will be verified to ensure procurement within technical limit. This may not be necessary for truthful labeled seeds.



- 8.6 Seeds will be procured by BRBN at the lowest price offered by RPS. Whenever for reasons for Marketability the Committee is of the opinion to negotiate the rate downwards it shall call upon L-1 party and complete negotiation.
- 8.7 Whenever L-1 party is unable to fulfil the quantity required by BRBN, the Committee may decide to counter offer the L-1 rate to other RPS's in the financial bids and fulfil the quantity on justifiable basis. RPS has to supply seeds at short notice as per the requirement of BRBN for different places.
- 8.8 The RPS should be well aware and should comply with requirements under The Seeds Act, 1966; The Seed Rules, 1968; The Essential Commodities Act, 1955; The seeds (Control) Order 1983; The Standards of weight and Measures Act 1976 and all the other statutory compliances. The RPS shall also comply with Legal requirements prescribed by concerned State for supply of seeds. The RPS shall necessarily comply with Company Anti-Bribery Policy in operation and not involve itself or seek to involve others either directly or indirectly in any graft whatsoever. If observed or found to have indulged in any such practice BRBN shall blacklist such RPS and file criminal complaint against the RPS under appropriate Indian Law. In case of expiry of any of the Statutory licenses required to carry out the Seed business, within the period of Registration, it is the sole responsibility of the RPS to get it renewed and submit the same to BRBN. Any loss occurred or incurred by BRBN due to non renewal of Statutory Licenses shall be borne by RPS.
- 8.9 **Supply of Truthfully Labelled Seeds:** The supply being accepted from RPS for Truthful Labelled Seeds, seed lot samples shall be subjected to Quality Control Monitoring in BRBN's own laboratories to ensure that the seeds meet the Indian Minimum Seed Certification Standards-2013 and only such quantity shall be allowed for dispatch/acceptance which passes the testing of Seeds in accordance. The said procedure shall not be necessary for certified seeds. However, Form I and Form II shall be taken from the RPS. In case of any complaint relating to quality of seed physical as well as genetic in nature, the RPS shall be solely responsible for same and shall bear any and all financial liability arising of it without BRBN having to face financial loss i.e. if payment is not received from BRBN's Client, the RPS shall not be entitled to equivalent payment from BRBN.
- 8.10 **Supply of Certified Seeds:** In case of certified seed supply, the dispatches/acceptance shall be on the basis of SSCA Release Order. All the documentation required for certification should be maintained by the RPS. In case of any complaint whatsoever at the field level, the RPS shall be solely responsible for same and shall bear any and all financial liability arising of it without BRBN having to face financial loss i.e. if payment is not received from BRBN's Client on account of any complaint, the RPS shall not be entitled to equivalent payment from BRBN.
- 8.11 The payment shall be released to RPS on submission of,



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- i) Acknowledgement for receipt of material by Consignees of BRBN duly specifying quantity received. The Specific name of acknowledger should clearly appear on the acknowledgement below his signature. The acknowledgement should bear the Stamp and seal of the concerned consignee office.
  - ii) Copy of Form II (for certified seed) and BRBN QCL test report (for Truthful labeled seed)
  - iii) After receipt of payment from client, if otherwise not exempted.
- 8.12 If required, the RPS should furnish the details of seed production of the quoted crop/variety and also facilitate the random checking of the same by BRBN.

#### **9. Registration Procedure:**

The Producer Supplier for supply of seeds will be empanelled as per the following process:

- 9.1 Producer Supplier satisfying eligibility criteria will be short listed after due scrutiny of documents.
- 9.2 BRBN reserves the right to accept or reject any or all EOI received in response to this advertisement without assigning any reason, whatsoever.

#### **10. Termination of Registered Producer Supplier:**

- 10.1 After completion of period of two years, either party may terminate the contract by giving 30 days notice to the other party, if not extended as per Clause no.8.2. On expiry of the notice, the agreement shall stand cancelled but without prejudice to the rights of either parties against the other in respect of any matter or thing in existence prior to such cancellation. BRBN, however, reserves the right to terminate immediately the agreement without giving any notice as above in the event of contravention of any of the terms and conditions and /or submitting any false information.
- 10.2 BRBN retains the authority to blacklist or bar a RPS for a specified period of time from participating in its tendering process where the BRBN has authentic information that the RPS has been debarred/black listed from participating in the tender process by any organization or any other Govt. agencies etc. on ground of fraud or corruption or for some other reason which, in the opinion of the BRBN is not compatible with its procurement policy and ethical standards.
- 10.3 If the service provided by the RPS is found to be unsatisfactory or if at any time it is found that the information provided for Registration or for any tender is false or if irregularities shown by the RPS when applying for the tenders, the BRBN reserves the right to remove such RPS from the empanelled list without giving any notice to the RPS in advance.
- 10.4 The RPS or any member of its firm is adjudicated insolvent or effect composition with his creditors;



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- 10.5. The proprietor/partner of the individual concern/firm dies or partners of a partnership concern changes its composition or partnership is dissolved. The party has to inform about the changes and submit fresh document for Registration well in time.
  - 10.6 The period of the Registration expires, unless it is renewed as per Clause 8.2.
  - 10.7 In the event of termination of the contract for any reason, the RPS shall settle all the accounts of recoverable statement sent by BRBN, within seven days of receipt of the statement.
  - 10.8 RPS will have no right to challenge cancellation of agreement made by the BRBN at its own without assigning any reason, supplier has to stand abide to the agreed terms and conditions.
  - 10.9 The Registration of party will be terminated if there are repeated complaints regarding quality of seeds.

## **11 PROCEDURE FOR PAYMENT**

1. The payment will be made for finally packed quantity (exclusive of bag weight) in bags of sizes/type as shown in the table-I.
2. Only 50% payment will be made to the supplier by BRBN after the original challan/GR and Bill is received in the BRBN office, duly signed by Dealer and BAO (Block Agriculture Officer) with counter signature of DAO (District Agriculture Officer) of the concerned Districts. The original challan/Goods Receipt and Bill duly signed by above personal/Officers should be received in the BRBN office within one month of supply made. Payment may or may not be made depending upon reason of late submission if original challan/GR (Goods Receipt) and Bill duly signed as above are received in the BRBN office after one month of supply. The original challan/Goods Receipt will have complete information about Truck No., quantity of consignment/seeds, details of consignee and consigner etc.
3. (a) Balance payment will be made after the satisfactory germination test report /seed analysis test report as per prescribed standard is received in the BRBN office through DAO of the concerned District.  
(b) If germination report of any particular lot supplied in any district is unsatisfactory, with respect to minimum germination percentage prescribed in Seed Act for that particular crop/seed, an effort will be made for the return of the seed of that particular lot to the supplier. In such case, it will be the responsibility of the supplier to take back the seeds at his own cost. However, if the seeds are not



returned to the supplier due to the same distributed among farmers for unavoidable reasons, before seed analysis report is received, the payment for entire quantity of the particular lot supplied in the particular district will be made to the supplier at the rate of (A -25) % only of the accepted rate in the contract where "A" is the actual value of normal germination in percentage as obtained in seed analysis test report.

4. Above mentioned payment procedure may have to be changed, under special circumstances. However, the concerned Parties will be informed about the changes well before submission of the Bids.
12. **Business Ethics:** RPS must follow the standard business practices while doing the business under this contract. In case, he or his representative has been found involved in such malpractices, bribery, commission, gift or any other activity which is against the interest of BRBN the registration will be terminated with immediate effect and BRBN retains right to black-list the said RPS.
13. **Indemnity Clause:** The RPS shall at all times indemnify the corporation against all claims which may be made in respect of the said item for infringement of any right protected by patent, registration of design or trademark provided always that in event of any claim in respect of an alleged breach of a patent registered design or trademark being made against the corporation, the corporation shall notify to the RPS of the same and the RPS shall be bound, but at his own expenses, to conduct negotiation for settlement, prosecute any litigation that may arise there from. In the event of the corporation becoming liable to any amount on any aforesaid account, the RPS shall make good the amount so payable and the expenses incurred on that behalf.
14. **Arbitration** - Any or all disputes arising out of or under the agreement between BRBN and RPS and/or regarding the execution, implementation or interpretation of the agreement or any provisions thereof shall be referred to the sole arbitrator to be appointed by Managing Director of BRBN in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and any other Statutory modifications or re-enactment thereof. Such Arbitration shall be held in the city of Patna and the proceedings shall be conducted in English/Hindi language. The award given by the Arbitrator shall be final and binding to both BRBN and RPS.
15. **Jurisdiction** – Only the Courts at Patna may be approached to decide the dispute between the RPS and BRBN.



16. **Severability and Waiver** - If any provision of this agreement is or becomes, in whole or in part, invalid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court of competent jurisdiction holds any of the provisions of this agreement unlawful or otherwise ineffective, the remainder of this agreement will remain in full force and the unlawful or otherwise ineffective provision will be substituted by a new provision reflecting the intent of the provision so substituted. Unless otherwise stated in the agreement, the failure to exercise or delay in exercising a right or remedy under this agreement shall not constitute a waiver of the right or remedy or a waiver of any other right or remedies, and no single or partial exercise of any right or remedy under this agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
17. **Conduct** - By entering this agreement, the parties shall ensure that their business and activities are conducted in such a manner that the reputation, status and goodwill of each RPS are in no way adversely affected or compromised.
18. **Notices** - All correspondence and notices under this agreement shall be given in writing at the above mentioned addresses unless specified otherwise. In case of a change in address, the RPS shall notify, in writing, about such change.
19. **Amendment** - BRBN reserves the right to amend or change terms and conditions in the Agreement of RPS upon giving due notice to them as and when required and the same will be binding upon the RPS.
20. **Force Majeure-**
- a) Notwithstanding the provisions of Registration, the RPS shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure mentioned therein below.
  - b) For purposes of this clause, "Force Majeure" means an event beyond the control of the RPS 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, rain touched, lacking lustre, damage during transportation, quarantine restrictions and freightembargoes.
  - c) If a Force Majeure situation arises, the RPS shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (forty Eight) hours.





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Unless otherwise directed by the Purchaser in writing, the RPS shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. **Bid Document and Cost:** EOI can be viewed and downloaded from Interested Producer suppliers may submit their bid on or before **01:00 PM on 24.10.2018** and has to deposit Application fee of Rs. 10,500/-. The bid will be opened on same day at 03:00 PM. BRBN reserves the right to make any alteration/modification in Tender Document or scrap the Tender at any stage without assigning any reason. Application form fee to be submitted by all the suppliers namely NGO's /Govt. parties, NSIC etc

22. **Submission of bids:**

Last Date of Submission of Documents: 24.10.2018 at 1.00 P.M Opening Date of the Documents: 24.10.2018 at 3.00 P.M

23. **OTHER TERMS AND CONDITIONS**

- i. In case of the short supply of quantity after issue of supply order/award of contract, BRBN reserves the right to take the supply from next higher bidders at accepted rate of lowest bidder. In such cases, penalty @ 5% will be imposed for the short supply.
- ii. The successful tenderer shall at his cost execute an agreement with BRBN on non-judicial stamp paper of required value for arranging the supply as per these terms and conditions, signing each page of the terms and condition etc after submission of Performance Security Deposit. All the pages of tender document and supply order will also be part of contract agreement and annexed with the agreement form duly signed.
- iii. BRBN reserve the right to increase/decrease the final requirement of the quantity as per actual requirement basis. The supplier will have no claim for increase/decrease.
- iv. In the event of any questions/dispute of difference arising between BRBN and the supplier on any matter covered by these terms and conditions, the matter shall be referred to APC, Bihar (Agriculture Production Commissioner, Bihar) whose decision will be final. The tenderer shall have no objection in this regard. Subsequently the courts at Patna alone shall have jurisdiction to adjudicate thereon.



- v. BRBN shall not be responsible for fluctuation in the rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the corporation.
- vi. BRBN will not be responsible for losses incurred to the supplier/tenderer due to change in Govt. Decision, natural calamities, which are beyond the control of BRBN.
- vii. The weight of Seed Container/bags may be checked at any point of transaction and in case shortage found in the container/bags, BRBN will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.

**Note :** If required, the Corrigendum/Correction slip may be issued by BRBN up to 23.10.2018 before opening of Tender and same will be uploaded on websites only as mentioned in the tender document.

For the tenderer's use

I have read and understood the foregoing Terms & Conditions and I agree to abide by them.

Date

(Seal)

Signature of the Seed Producer/Supplier

Name.....

Full Address .....

.....





**Annexure -A****Check-List for Documents attached**

(Please mark the document attached)

The interested Producer Supplier for supply of seed should submit his/her application with the following documents in a sealed envelope along-with the offer within schedule date & time.

1. Duly filled in Application Form in prescribed format.
2. Non Refundable Registration Fee of Rs.10000/-. Paid in Cost in form of DD
3. Non Refundable Application Fee of Rs.500/- paid in cost in form of DD.
4. Copy of valid Seed License in Bihar of State Level.
5. Copy of valid Registration certificate of Seed Processing Plant (Own/Lease).
6. Certificate of Incorporation/Partnership Deed/ Proprietorship Certificate.
7. Copy of Registration certificate under the Shop & Establishment Act.
8. Copy of supply orders from Govt. Deptt. /Govt. Agencies.
9. Annual Profit & Loss Account and Balance Sheets of past three years.
10. Copy of PAN, GST registration and photocopy of last three years Income Tax Return.
11. Bank Solvency certificate.
12. Documentary evidence for storage capacity.
13. Certificate for not black-listed/debarred by any Central/State Govt. or Central/ State Agencies on Stamp paper attested by notary.





**Annexure-B****On Stamp paper with notary attestation**

To

Managing Director,  
Bihar Rajya Beej Nigam Ltd.  
Pant Bhawan, Jawahar Lal Nehru Marg,  
Patna- 800001

Sub: Certificate for non black-listed/debarred by any Central/State Govt. or Central/  
State Agencies.

Sir

I \_\_\_\_\_ (Name & designation of Supplier firm) hereby declare that my  
firm any of its partners / Company or any of its Directors have not been debarred/ black-  
listed by any of the Govt. Department / Govt. Agencies where I had supplied the seeds  
during the last \_\_\_\_\_ years as per information provided by me under point No. 8 of the  
Application form.

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.

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.

Thanking you,

Name

Designation

Name of the organization

Full address

Rubber stamp

Place:

Dated:





## BIHAR RAJYA BEEJ NIGAM LIMITED

6<sup>TH</sup> 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

### Annexure-C

#### Application Form for Registration of Producer Supplier for supply of Crop seed

1. Name of the Region & Product Group for which the Producer Supplier is applying for:

Sl. No.	Name of the Region for which the supplier is applying for	Specify Products Group for which Producer supplier is applying for(Put Yes/No)						
		Cereals	Pulses	Oilseeds	Fodder	Green manure	Fibre	Vegetable

2. Name of Applicant : \_\_\_\_\_  
Firm/Company (in Block Letters) : \_\_\_\_\_
3. Complete mailing address : \_\_\_\_\_  
Telephone (Office) : \_\_\_\_\_  
Mobile No. : \_\_\_\_\_  
Fax No. : \_\_\_\_\_  
E-mail : \_\_\_\_\_



4. Name & address of the Proprietor/ Owner/Partner of the firm/Directors of the Company. : \_\_\_\_\_
5. Seed license No. : \_\_\_\_\_
6. Seed Processing Plant Registration No. (Own/Lease) : \_\_\_\_\_
7. Income Tax No.(PAN No.) : \_\_\_\_\_
8. TAN No (If applicable) : \_\_\_\_\_
9. GST Registration No. : \_\_\_\_\_
10. Name of Bankers, Account No.& Credit Limit : \_\_\_\_\_
12. Past experience for 3 years in dealing with Central/State Govt./Govt.agencies: (Rs in Lakhs)

S.No.	Name of the Govt. Agency/ Govt. Deptt.	Year of supply	Product supplied	Value of Supply order
1				

(Use separate sheet if required)

13. Particulars of business with any other firm/Company (other than Govt. Agencies/Central Deptt. as mentioned above in point No.8) for the last 3years:

(Rs. in Lakhs)

S. No.	Name of Company	Period	Turnover/Business
1			

(Use separate sheet if required)

14. Annual turnover during the last three years (Balance sheet/Audited Accounts may be attached)



(Rs. In Lakhs)

S. No.	Financial Year	Total turnover
1	2017-18	
2	2016-17	
3	2015-16	

(Use separate sheet if required)..

15. I accept all the terms & conditions mentioned in the document to be registered as empanelled supplier of BRBN.
16. I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my application may be treated as rejected by BRBN management.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Seal : \_\_\_\_\_

Place &amp; Date :

