

QUOTATION NOTICE NO. : PROCESSING-01/2019-20

**(COMPETITIVE BIDDING NO. 01/2019-20)
QUOTATION DOCUMENT FOR SUPPLY OF HDPE & NON
WOVEN BAGS**

Quotation Schedule/Programme:

S.No.	Activity	Date/Time: Duration
1	Online Sale/Download date of Tender documents	From 10.07.2019 to 26.07.2019 (15.00 hrs.) on e-Procurement Portal: (https://www.eproc.bihar.gov.in)
2	Date/time for submission/ uploading of offer/Bid	31.07.2019 Up to 11:00 am. on e-Procurement Portal: (https://www.eproc.bihar.gov.in)
3	Submission of form fee & EMD in Hard copy/Original	Before the time of opening of technical bid (31.07.2019 2:00 p.m.)
4	Date & time for opening of Technical Bid	31.07.19 at 3:00 p.m.) on e-Procurement Portal: (https://www.eproc.bihar.gov.in)
5	Contact person/Nodal Officer for queries	Sri S.K. Adhikari Mo.-8002815248
6	Financial Bid opening date & time	01.08.19 at 11:30 a.m.) on e-Procurement Portal: (https://www.eproc.bihar.gov.in)

(It Consist of page 1 to 53 including cover page no.- 1)

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

Bihar Rajya Beej Nigam Ltd.

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

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

NOTICE INVITING QUOTATION

Through e-Procurement mode only over <https://www.eproc.bihar.gov.in/BELTRON>

Quotation Notice No. Processing- 01/2019-20

Bihar Rajya Beej Nigam Limited invites under two bid systems from reputed Manufacturers/ Suppliers/Authorized Agents for supply of following items of packing materials.

S.No.	Name of work	Capacity of Bag (in kg.)	Qty. in Nos.	Cost of tender document (in Rs.)	Quotation processing fee (Non Refundable) (Inclusive of GST @18.00%) to be paid through e-payment mode (ie. NEFT/RTGS/ Credit Card/ Debit Card) in Rs.	Earnest Money Deposit (In Rs.)
1	2	3	4	5	6	7
1	HDPE Woven Bag (Non Skid) one side BOPP Laminated Printing (Multi Colour)	30/40	170429	500.00	Rs. 1180/-	78400.00
2	HDPE Woven Bag (Non Skid) one side BOPP Laminated Printing (Multi Colour)	15/20	148714	500.00		50560.00
3	HDPE Woven Bag (Non Skid) one side BOPP Laminated Printing (Multi Colour)	10	188060	500.00		56420.00
4	HDPE Woven Bag (Non Skid) one side BOPP Laminated Printing (Multi Colour)	6/8	658990	500.00		138390.00
5	Non Woven Bag one side BOPP Laminated Printing (Multi Colour)	4	44625	500.00		12050.00
6	Non Woven Bag one side BOPP Laminated Printing (Multi Colour)	2	48600	500.00		11910.00

*** Printing will be according to design decided by BRBN.**

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2	Date/time for submission/ uploading of offer/Bid	31.07.2019 Up to 11:00 am. on e-Procurement Portal: (https://www.eproc.bihar.gov.in)
3	Submission of form fee & EMD in Hard copy/Original	Before the time of opening of technical bid (31.07.2019 2:00 p.m.)
4	Date & time for opening of Technical Bid	31.07.19 at 3:00 p.m.) on e-Procurement Portal: (https://www.eproc.bihar.gov.in)
5	Contact person/Nodal Officer for queries	Sri S.K. Adhikari Mo.-8002815248
6	Financial Bid opening date & time	01.08.19 at 11:30 a.m.) on e-Procurement Portal: (https://www.eproc.bihar.gov.in)

7. Detailed descriptions of the item and instructions for submitting your offer can be downloaded from e-tender website (<https://www.eproc.bihar.gov.in>)
8. Tender Fee/Cost has to be paid offline while requesting of tender documents.
9. Tender Processing Fee (TPF) amount to be paid through e-Payment mode (i.e. NEFT, Internet Banking, Credit/Debit Card) only.
10. EMD can be paid offline (manual) modes in favour of “Bihar Rajya Beej Nigam Ltd.” Payable at Patna.
11. Bids along with necessary online payments (Tender Processing Fee) must be submitted through **e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>)** before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay/ Non Submission of Tender/Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason.”
12. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in **e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>)** at the respective stage only.
13. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the **e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>)**
14. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
15. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents on the **e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>)**. This will be bidder's sole responsibility to ensure that all required documents have been e uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded/readable.
16. For support related to quotation process, bidders may contact at following address “e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No.-25, Sri Krishna Nagar, Patna- 800001. Ph. No. 0612-2523006, Mob- 7542028164” or may visit the link “Vendor Info” at (<https://www.eproc.bihar.gov.in/BELTRON>)
17. **Corrigendum/Addendum**, if any, will be published on the **e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>)** and departmental website www.brnb.bih.nic.in or <http://www.krishi.bih.nic.in> itself.

Managing Director
Bihar Rajya Beej Nigam

TENDER DOCUMENT FOR PART "A" TECHNICAL BID



Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
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GUIDELINES FOR BIDDERS FOR FILLING QUOTATION 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 quotation for the purchase of HDPE bags of 30/40 kg., 15/20 kg, 10 kg & 6/8 kg capacity and Non Woven bags. 2 kg & 4 kg capacity as mentioned in the Quotation Notice for packing of different seeds of cereals, oilseeds, Pulses. etc.

Quotation No.	Sl. No.	Description of Items	Capacity of bag (in Kg.)	Qty. in nos	Cost of Quotation document (in Rs.)	Amount of EMD (in Rs.)
Quotation No. Processing-01/2019-20	1	HDPE Bag	30/40	170429	500.00	78400.00
	2	HDPE Bag	15/20	148714	500.00	50560.00
	3	HDPE Bag	10	188060	500.00	56420.00
	4	HDPE Bag	6/8	658990	500.00	138390.00
	5	Non Woven Bag	4	44625	500.00	12050.00
	6	Non Woven Bag	2	48600	500.00	11910.00
		Total-		1259418	6000.00	347730.00

* Quantity can be increased or decreased according to requirements.

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5	Contact person/Nodal Officer for queries	Sri S.K. Adhikari Mo.-8002815248
6	Financial Bid opening date & time	01.08.19 at 11:30 a.m.) on e-Procurement Portal: (https://www.eproc.bihar.gov.in)

2. **The quotationers participating in the tender must quote the rate for at least 50% of the quantity of each item notified in the NIT failing which the quotationers will be treated as disqualified in the techno commercial Bid and their price bid will not be opened**
3. The specification of the bags may be seen in seen at **Annexure A-1 & A-2**
4. The terms & conditions of the purchase of bags may be seen at **Annexure-B.**
5. The bidders are clearly advised to go through the specification of the bags & terms & conditions carefully before filling the quotation forms. Bihar Rajya Beej Nigam Ltd. will not be responsible for any mistakes/error committed by the bidders in filling of the tenders.

6. The quotation has been invited on two Bid System in which the bidder has to fill up Two Separate envelopes and both should be put in one outer envelope after sealing & superscribing clearly the reference of Notice inviting Tender (NIT) & date of opening of the tender on all three envelopes. The Outer envelopes must also be sealed.
7. The bidders are required to deposit the fixed amount of EMD strictly as per tender document with the Technical Bid without which the tender will be rejected.
8. **NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE 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.**
9. The bidders are advised to seal their all envelopes of TECHNICAL BID, PRICE BID & Outer Envelopes super scribing with the reference no. of tender and Opening of date to avoid any rejection of their tender in the opening process.
10. The bidders who are interested to quote the rates one or two items are eligible for participation in the tender and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
11. The bidders must produce authorization certificate from the proprietor/partner, if their representative participate in the tender.
12. The MSEs owned by SC/ST Entrepreneurs must submit the certificate of SC/ST from the appropriate authority of the State along with ID proof so as to verify that owner of the MSEs is SC/ST candidate in order to extend the exemption facilities to them.

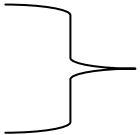
Bihar Rajya Beej Nigam Ltd.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg,
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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 Quotation 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 year 2016-17 & 2017-18 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**



(To be attached).
- e. Experience certificate of the last two year for supply of bags to CPSUs/State Govt./Allied Organisations/Cooperative agencies and large Sector Pvt. companies successfully along with photocopies of supply order.
- f. Audited Balance sheet of the company for the year 2015-16, 2016-17 & 2017-18 duly signed by the Chartered Accountants. (To be attached). The Turnover should not be less than Rs. 2.00 crores (two crores) yearly for 3 financial years.
- g. Whether the company has been black listed by any organization? If yes, the details thereof. If not, a notarial affidavit may be attached.
- h. The Quotation must specify that the special terms & condition and terms & condition of bags are fully accepted by the bidders unconditionally & without any reservation; otherwise, the quotation will be rejected He/She will be required to submit a certificate unconditional acceptance of all terms and condition of BRBN without any reservation.
- i. 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.

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Check list of enclosures for Technical Bid:

S.No.	For HDPE Woven Bag (Non Skid) one side BOPP Laminated Printing (Multi Colour) Capacity of 6/8 Kg, 10 Kg, 15/20 kg, 30/40 Kg & Non Woven Bag one side BOPP Laminated Printing (Multi Colour), capacity of 2 Kg. & 4 Kg.
1	EMD as per Quotation notice
2	Income Tax Return for the year 2016-17 & 2017-18 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./ Allied Organisations /Cooperative agencies and large Sector Pvt. Companies along with copy of supply order.
6	Audited Balance sheet of the company for the year 2015-16, 2016-17 & 2017-18 duly signed by Chartered Accountants. And turn over should not be less than 2.00 Crore (Two crore) yearly for 3 financial years.
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 quotation.
9	A Certificate that price charged for stores/ Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department/ Institution/ /Public Enterprises/ Undertaking during the period of contract.
10	A letter from the tenderer that be accepted & agreed all the terms & condition of the bags unconditionally.



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Price Bid will contain the following

- I. While quoting the rates the bidder must ensure that rates quoted in all cases must be final & inclusive of all charges, F.O.R delivery at destination including all packing & insurance charges for safe transit by road inclusive of all taxes, levies etc.
- II. Erasure or alteration in the bid document should be avoided. Modification erasure or alteration, if any, should bear the signature of the person signing the bid along with stamp of the bidder. Any modification not so signed will be ignored and the quotation will be rejected.
- III. The price bid will be opened as per schedule in respect of those bidders only who have been declared qualified in the Technical bid.

SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE BIDDERS

1. The rates quoted in all cases must be final and inclusive of all charges for free delivery at destination including all packing and insurance charges for safe transit by road inclusive of all applicable taxes/levies/Form 'C' etc.
2. Price quoted should be strictly in accordance with the unit specified, otherwise quotations are liable to be rejected.
3. The bidders who are interested to quote the rates only for one or two items are eligible for participation in the quotation and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
4. The period by which the material can be delivered at the desired destinations from the date of receipt of order must be clearly indicated.



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Annexure-B

TERMS AND CONDITIONS

1. The quotation is to be invited on Two Bid System (Technical Bid and Price Bid)
 - 1.1 The Technical bid will contain EMD & other relevant documents like Income Tax return, Balance sheet, experience certificate, along with performance certificate etc. The price bid will contain the rates quotation by the bidder on F.O.R destination basis inclusive of all packing & insurance charges for safe transit.
 - 1.2 Bidders must fill their rates both in words and figures in this quotation form of price bid. The technical bid should be submitted with fixed amount of earnest money.
 - 1.3 No alternations should be made to any of the Terms and Conditions of the quotation by scoring out, altering or over-writing and no alternations are permitted in their rates. Ambiguity must be avoided in filling quotation. The quotations not complying with these conditions will be rejected.
 - 1.4 Bidders are required to deposit the fixed amount as prescribed in quotation Notice whichever is applicable for the total value of quotation as EARNEST MONEY with the Corporation as notified in the quotation notice, in shape of Bank draft. No EMD in cash or cheque will be accepted.
 - (a) Offers without Earnest Money will be rejected.
 - (b) NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORALTION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED TENDERERS WITH SUCH REQUEST NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD AND FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.
 - (c) The bidders who are interested to quote the rates one or two items are eligible for participation in the quotation and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
 - (d) Bidders belonging to, wholly owned by Central/State Government will be exempted from depositing EMD/Security Deposits. However, public undertakings not wholly owned by Central/State Govt. will be required to pay EMD/Security Deposit.
 - 1.5
 - (a) In case of selected bidders the earnest money will be adjusted against the security deposit and the balance if any, will have to be made by him/them within the above said period.
 - (b) The Corporation reserves the right to forfeit earnest money deposit of the successful bidders fail to deposit security deposit, if any, which may be required under the terms and conditions of the quotation.

- 1.6 The quotations not conforming to the prescribed Terms and Conditions of the Corporation or conditional quotations or bidders who do not adhere to the prescribed time schedule, are likely to be rejected.
- 1.7 Only one rate will be entertained against one item.
- 1.8 Any special conditions which may be prescribed for specific purpose shall also be treated as part of this quotation condition for all purposes.

2. ACCEPTANCE OF QUOTATIONS

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

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

- 3.1 Successful bidders shall execute an Agreement Bond in accordance with these terms and conditions.

4 AMENDMENT IN QUOTATION DOCUMENT

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

5 OTHER CONTRACTUAL OBLIGATIONS

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

6 INSPECTION (HDPE/Non Woven Bags) AND PACKING

- 6.1 These Bags unless otherwise specified in the contracts, 100% pre-dispatch inspection shall be carried out by M/s Inspection Syndicate of India Pvt. Ltd. Marshall House, (8th floor) Room No.- 876-878, 33/1 Netajee Subhas Road, Kolkata 700001 or M/s Excel Surveyors Pvt Ltd, Kolkata or any other designated Institute/Firm/Company.

- a) Lab Test
- b) Sealing & Coding
- c) Super vision on spot loading.

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

- 6.2 Formal inspection at Plant Level or unit level with regard to quantity, printing, stitching and number received shall also be carried out at consignee level by the Officer/Committee authorised for the same. During inspection representative of supplier may present.
- 6.3 If any deviation beyond tolerance limit of any parameter in the report of either ISOIPL or M/s Excel Surveryors Pvt Ltd, Kolkata or any other designated Institute/Firm/Company or local Inspection Committee. Deduction in payment may be followed as per penalty details on page 19-21
- 6.4 The supplier shall supply to the Bihar Rajya Beej Nigam Ltd on request reports as to the progress of supplies. Any delay or anticipated delay shall be reported from time to time together with full reason thereof.
- 6.5 The Supplier is required to inform the exact date & qty. of bags offered by him to the inspection agency and also the date of inspection carried out by the agency against the offer of supplier in respect of all consignment so that if any delay is occurred on the part of inspection agency or supplier, could be ascertained.
- 6.6 The supplier is required to inform the exact date & qty. of bags offered by him to the inspection agency and also the date of inspection carried out by the agency against the offer of supplier in inspect of all consignment so that if any delay is occurred on the part of inspection agency or supplier, could be ascertained.

7 SUPPLIES AS PER SPECIFICATIONS:

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

8 QUALITY COMPLAINTS :

- 8.1 In case of any quality COMPLAINT the supplier and inspection agency both will be asked to attend the complaint through the registered/speed post/courier/fax and segregate the exact number of defective/substandard material so that penal deduction may be made by the Processing Division while forwarding the bills to the Finance Division for releasing 90% payment to the supplier as per norms .

- 8.2 In case of length and width of all type of bags from 1 to 100kg. capacity, the maximum acceptance limit criteria(beyond the tolerance limit mentioned in the specification of BIS) is only up to 3cms. This acceptance limit will be measured after allowing the tolerance limit mentioned in the specification of BIS. The consignment having the deviation beyond the maximum acceptance limit will be rejected summarily and action as per clause no. **21 to 22** will be taken.

9 CONSEQUENCE OF NON-SUPPLY AND DAMAGES:

- 9.1 In case the lowest-1(L01) party whose rates are accepted, unable to supply the whole ordered quantity of packing material mentioned in the supply order, the L-2/L-3 parties will be asked to supply the rest of the quantity at L-1 rates.
- 9.2 All risks of losses, damages or depreciation to goods shall be upon the supplier until the material is delivered at site in accordance with the provisions of Contract.
- 9.3 Assuming that if the supplier fails to deliver any or all the material covered by the contract, the purchaser reserves the right, in addition to other legal remedies, to cancel the contract or any portion and hold the supplier liable for all damages sustained by virtue of said cancellation and failing to perform the contracts.
- 9.4 In case, the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Corporation, the supplier will be entitled to receive the payment at the rate fixed by the Corporation by imposing the penalties according to the deviation in the specifications already stipulated in the terms and conditions under the head of penalties for deviation.
- 9.5 The maximum acceptance limit in case of length and width in respect of all type of bags from 1 to 100kg. capacity is only upto 3cms. This acceptance limit will be measured after allowing the tolerance limit provided in the specification BIS. The material found having the deviation beyond the maximum limit of 3Cms, as referred above will be summarily rejected.
- 9.6 In case the material is rejected at the receiving unit on the ground of deviation in the length and width more than the acceptable limit(beyond the tolerance limit mentioned in the specification of BIS), the supplier will have to replace the same with standard supply on his own cost within 15 days duly 100% pre inspected from ISOIPL Kolkata or M/s Excel Surveryors Pvt Ltd, Kolkata or any other designated Institute/Firm/Company if asked by the corporation in writing failing which the corporation will be free to procure the material on the risk and cost of the supplier. If the party fails to replace the rejected material within stipulated time period, the security amount will be forfeited. And No payment for the goods supplied will be made to the party.

- 9.7 If the party fails to replace the rejected material within stipulated time period, the party may be delisted for two years in addition to forfeiture of security amount.
- 9.8 If any lot rejected by the committee because of having the deviation beyond the acceptable limit (beyond the tolerance limit mentioned in the specification of BIS) and the supplier disputed the decision of the committee, in such case, the sampling in the presence of committee including supplier and one representative of inspection agency will be made and send to third party inspection i.e in any Govt. recognised/BIS approved lab and their decision will be final on both the parties. In case the material fails in the said lab the Corporation reserves the right to take action as per clause no. **21 to 22.**

10 PAYMENT:- All invoices shall be prepared in triplicate and shall be signed by the suppliers or its authorized Agent. Every Invoice shall bear a certificate that material covered by the invoice has been inspected by ISOIPL Kolkata or M/s Excel Surveryors Pvt Ltd, Kolkata or any other designated Institute/Firm/Company before dispatch and confirm in every way to the contract specifications and the invoice is correct in all respects and no other invoice has been rendered previously in respect of this articles charges in this particular invoice. The invoice shall be sent in duplicate to the Regd. Office of the Nigam. **80% payment will be released after satisfactory inspection of consignment within 15 days of delivery.**

- 10.1 Samples from each supplied items will be send to **CIPET, Hajipur, Bihar** for testing. After the receipt of test report **Balance 20% payment** of the supplied material will be made within 30 days after the completion of supply & receipt of all relevant papers including final accounting pertaining to supply in order.
- 10.2 While making the 80% payment to the supplier the following documents will be taken into account.
- Original bills of the supplier in triplicate.
 - Preliminary acceptance report of ISOIPL, Kolkata or M/s Excel Surveryors Pvt Ltd, Kolkata or any other designated Institute/Firm /Company. (release order in original).
 - Pre-dispatch inspection report of ISOIPL, Kolkata or M/s Excel Surveryors Pvt Ltd, Kolkata or any other designated Institute/ Firm/Company in original.
 - Original serially numbered receipt voucher from the receiving unit indicating that the material is received in good condition.
 - Quantity inspection report of Regional Offices.
- 10.3 In case of deviation in specification of bags (in parameter) beyond the tolerance limit, there will be no payment of bill as payment of bill as mentioned in Tender Document as per Terms & Conditions Clause No. **9.6**

11 ROAD PERMITS/WAY BILL The concern unit of Bihar Rajya Beej Nigam Ltd will ensure that the road permits/ Way Bill whichever is applicable are must be delivered to supplier within 10days of the placement of the supply order so that he may able to deliver the material to the destination as per schedule. In case any unit fails to deliver the Way Bill /Road Permits to the supplier within 10 days, the delayed period will automatically be added in the delivery period prescribed for the supplier & no punishment to the supplier on this account will be made.

12 CANCELLATION OF CONTRACT FOR DEFAULT & RECOURSE TO BE TAKEN BY THE PURCHASER : The purchaser may without pre-juice to any other remedy for breach of contract by 7 days written notice of default sent to the supplier, terminate the contract in whole or in part.

- a) If the supplier fails to deliver any or all the stores within the time period specified in the contract, or any extension thereof granted by the purchaser.
- b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- c) In the event the purchaser terminate the contract in whole or in part, purchaser may take the course to any one or more of the following action.
 - (i) Recovery of all damages sustained on account of cancellation.
 - (ii) The security deposit is to be forfeited.
 - (iii) The purchaser may procure the goods of the same specification on the same terms and condition as deemed appropriate on the risk & cost of the supplier.
- iv) However, the supplier shall continue to perform the contract to the extent not terminated

13 MODE OF PAYMENT :- This is one the directives from CVC that all bill payments to the supplier contractors through E-payment mechanism wherever such facilities exist.

14. Security Money

Successful bidder shall be required to furnish a security money of 5% for Non S.S.I Unit and 2% for S.S.I Unit of the value of order placed to them within 7 days, from the date of issue of purchase order or before assigning agreement whichever is earlier. This may be furnished in the shape of Demand Draft in favour of “ Bihar Rajya Beej Nigam Ltd” payable at Patna.

15 Validity of Rate and Period

- a) The bidder shall keep their **rates open for a period of one year from the date of supply order.** After the initial order it shall be open to the Nigam to place order for the total/part quantity or distribute among the suppliers, on the same rate, terms and conditions. The same will remain valid for any additional quantity likely to be ordered during the period also.
- b) Bags shall be purchased for the Nigam time to time as per requirement in **Rabbi & Kharif** Season. **The numbers of bags shown in the tender can be increased or decreased as per requirement and availability of funds with BRBN.**

16 FORFEITURE AND REFUND OF THE EARNEST MONEY/SECURITY DEPOSIT

16.1 In case the selected bidder does not supply the goods at the quote rates within the period of contract and commits breach of any one or more of these. Terms and conditions, failed to replace the rejected material within the stipulated period, the Earnest Money/Security deposits by the bidders will be forfeited by the Corporation.

16.2 Earnest money of the un-successful bidders shall be refunded without interest within a reasonable period from the date of decision regarding the quotations.

16.3 The Earnest/Security Money deposited by successful bidder shall be retained by the Corporation till three months after the expiry of the contract period i.e six months from the date of acceptance of the quotation or the date of which the supply is completed, including the supply which may arise in consequences or repeat orders placed during the six months for which the rates quoted are to remain valid.

16.4 On due performance and completion of the order in all respect during the contract period, the security deposit will be refunded to the contract or without any interest within a period of three months with effect from the date of receipt of request of this effect from the supplier.

17 **FORCE MAJEURE CLAUSE:** If supplies are delayed due to cause beyond the reasonable control of the supplier and whether such delay or impediment occurs before or after the time of delivery an extension of time shall be granted at the sole discretion of SFCI taking into account all factors like flood, drought, Natural calamities sabotage, Fires, Epidemics, Civil commotion, Wars, Revolutions, lockouts, Strike called by the Labors/Trade Unions, transporters etc.

18 **JURISDICTION:** In the event any matter concerning the implementation, interpretation or rights and liabilities, determination, the Courts at Patna shall have exclusive Jurisdiction to try or entertain the same.

19 NEGOTIATION

If L-1 price is not reasonable, the Corporation may as an exception negotiate the price only with the lowest evaluated responsive bidder (L-1) in an attempt to bring down the same. If L-1 reduces the price to the desired level, contract may be placed on them but if it does not agree, then further action like re- quotationring may be decided by the Corporation depending upon the merit of the case. The negotiation will be made only by the purchase committee as per guidelines of CVC with the approval of the Competent Authority.

20 Settlement of Disputes

- a) Any difference or dispute out of or in connection with this quotation or acceptance thereof, on the contract entered or consequence thereof, shall be decided by arbitration. The Managing Director of the Nigam or his nominees shall be the sole arbitrator and the arbitrator's decision shall be final and binding on both the parties. The nominees may be an officer of the Nigam. The tenderers will have no objection to such appointment of any body, on the ground whatsoever, including that the such nominees in his official capacity deal with the matter at any stage.
- b) The parties agree that in the event of any disputes, neither will approach any court of law unless they have resorted to and exhausted the remedy of arbitration as envisaged above.
- c) The parties, do hereby also agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Patna and the civil courts at Patna only will have the jurisdiction to try legal proceeding which may arise out of this contract. Neither party shall file any proceeding in any other courts.

21. Non Woven Cloth (Non laminated) Bags :-

Penalty on this account shall be imposed as given below:

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

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

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

Penalty for H.D.P.E. Bags

- 22. (a)** Penalty for breaking strength of HDPE bags 6/8, 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 imposed 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 HDPE 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.

Warp 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

Agreement /bank guarantee format part “B”



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 Non Woven Bags etc. invited offers vide quotation No.

AND WHEREAS the supplier submitting their quotation 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 quotation 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)

BANK GUARANTEE IN LIEU OF EARNEST MONEY/ SECURITY MONEY

The Bank Guarantee executed on this.....day of 2019 byBank hereinafter called "The Bank" which expression shall include wherever permissible its successor and assigns, in favour of Bihar Rajya Beej Nigam Ltd., Patna through its Managing Director or his authorized Officer (hereinafter called the Nigam), which expression includes its successors and assigns at the request of M/S.....hereinafter called the Bidder"/ supplier.

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

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

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

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

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

1. **Witness** -

2. **Witness** -

For and on behalf of

Specification of bags part “C”



ANNEXURE A-1**SPECIFICATION OF HDPE Bags (Non laminated & Non Skid)**

CAPACITY(kg)	10	15/20	30/40	6/8
Size(LXW)cm	66x38	71x48	86.5x56	54X38
Weight of bags(gram)	70	113	155	58
Mesh	10x10	12x12	12x12	10x10
Denier	1000	1000	1200	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	+3, -0
Fabric	Single piece pure white in colour as per IS-6192-1971			
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 BOPP Laminated Printing (Multi Coloured) 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.			

Note- Front side Co-extrusion Laminated with- BOPP- 18 Mieron & Poly (LD)-25 Micron With Rotogravure Reverse (Minimum Seven Colours)

Multicolour Printing.

White master batch must be used during Co-extrusion Lamination.

The picture printed BOPP Poly Lamination strip should be on one side Laminated except 3 cm. from both ends. Unlaminated white fabric mesh portion of upto 3 cm. approx.

Width on both ends & both sides (Lengthwise) is required.

ANNEXURE A-2**Bihar Rajya Beej Nigam Ltd.**

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

Specification for supply of 2 kg capacity size 35x30cm Weight 26gm fabrics gm 120gsm.(Non Woven Bag) one side printed Multi Colour.

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

Cloth : Non woven Cloth (non laminated)

Printing : Machine Printing (Multi Colour Machine) one side Multi Colour Printing.

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

Testing parameter size and weight.

Specification for supply of 4 kg capacity 45x30cm, weight 35gm fabrics gm 120gm (Non Woven Bag) one side printed Multi Colour.

Weight of bags	35gm+/-5%
Length	45 cm
Width	30 cm
Gsm	120 gsm.

Cloth - Non woven (non laminated)

Printing Machine Printing (Multi Colour Machine) one side Multi Colour Printing.

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

Testing parameter size and weight.

1. 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 1 (A).

2. 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.**

3. 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 bidder]**

I [Name and designation]** appointed as the attorney/authorized signatory of the bidder [including its constituents], M/s. _____ [hereinafter called the tenderer] for the purpose of the quotation documents for the **supply HDPE and Non Woven Bags as per the Quotation Notice No. Processing- 01/2019-20** 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 quotation 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 BIDDER

VERIFICATION

I/We above named bidder 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 BIDDER

Place:

Dated:

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

DESPATCH DESTINATION

All type HDPE and Non Woven 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)



बिहार राज्य बीज निगम लिमिटेड



अपनी माटी अपना बीज



बिहार बीज सर्वोत्तम बीज

बिहार राज्य बीज निगम लिमिटेड

पंत भवन जवाहरलाल नेहरू मार्ग पटना 800001(बिहार)

दुरभाष/फैक्स : 0612-2547066, वेबसाईट : brbn.bih.nic.in

ई-मेल : brbn.bih.mail@gmail.com



आधार/प्रमाणित

फसल..... प्रभेद.....
लाट सं०..... थैला बन्दी की तिथि.....
शुद्ध वजन भरते समय..... बीज का अधिकतम मूल्य.....
(सभी कर अदिन)

आपूर्तिकर्ता का संक्षिप्त नाम एवं वर्ष.....