



BIHAR RAJYA BEEJ NIGAM LIMITED

(A Govt. of Bihar Undertaking)

An IS/ISO 9001:2015; IS/ISO 14001:2015; IS/ISO 37001:2016 Certified Company
3rd Floor, Krishi Bhawan, Mithapur, Patna-800001(BIHAR)

Telephone: 0612 -2547066 / website: brbn.bihar.gov.in / e-mail: brbn.bih.mail@gmail.com
CIN : U01111BR1977SGC 001294

TERMS & CONDITIONS OF SHORT TERM TENDER NO. MARKETING -06/2026-27

Through e-Procurement mode only over <https://eproc2.bihar.gov.in>

NIT NAME: Tender is invited from Government agency, Semi-Government organizations (i.e. Public Sector companies & other eligible organisation) or Multi- State Cooperative societies approved by the Union Cabinet of Government of India for the supply of Certified/Truthfully labelled/Hybrid Seeds of Mustard/Rai, Kabuli Chana, Rajma, Sweet Corn, Baby Corn and Pop Corn Produced/multiplied anywhere in India and recommended for cultivation in Bihar on F.O.R basis for delivery up to distributors point in districts of Bihar in different schemes of Department of Agriculture, Govt. of Bihar for Rabi 2026-2027 Season.

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY

Tender Schedule / Programme:

S. No.	Activity	Date/Time: Duration
1	Online Sale/Downloading of Tender documents	From 23.09.2026 to 01.10.2026 till 01:00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
2	Date of Pre-bid meeting	25.09.2026 at 04:00 PM
3	Submission/ uploading of offer/ Bid	Up to 01.10.2026 till 03:00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
4	Opening of Tender (Technical Bid)	01.10.2026 at 04:00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
5	Opening of tender (Financial Bid)	After finalization of technical bid and will be intimated on e-Procurement Portal: (https://eproc2.bihar.gov.in)
6	Contact person/Nodal Officer for queries	Name : Sri Lalan Kumar Choudhary, Chief of Marketing, BRBN, Mob 7992250071

For more details, please visit the website:-

1. brbn.bihar.gov.in
2. <https://state.bihar.gov.in/main/CitizenHome.html>
3. <https://eproc2.bihar.gov.in>

Chief of Marketing

Bihar Rajya Beej Nigam Ltd. Patna



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TENDER DOCUMENT INDEX

INDEX		
S.NO.	Description	Page No.
1	SECTION 1: Notice Inviting Tender no. Marketing -06/2026-27	
2	SECTION 2: Instruction to Bidder/Tenderer	
3	SECTION 3: Crop Variety Wise Requirements Details	
4	SECTION 4: Terms & Conditions	
5	SECTION 5: Qualifying Criteria & Requirements for Technical Bid	
6	SECTION 6: Check list for Technical Bid evaluation	
7	SECTION 7: Format of Financial Bid	
8	SECTION 8: LIST OF ANNEXURES	
i	ANNEXURE-A&A1: List of Crop seeds with variety for supply	
ii	ANNEXURE- B: Affidavit for Non-Blacklisting/debarred	
iii	ANNEXURE- C: Affidavit for unconditional acceptance of all terms & conditions of NIT and truthfulness of submitted documents	
iv	ANNEXURE –D: - Self declaration certificate for Lowest price charge	
v	ANNEXURE – E: - Format of agreement	
vi	ANNEXURE – F: Format of Bank Guarantee	
vii	ANNEXURE –G: - Self declaration certificate for crops, varieties and class wise details of the seeds to be offered in the tender.	



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No: TENDER NO. MARKETING -06/2026-27

Dated 23.09.2026

SECTION 1: SHORT TENDER NOTICE

Through e-Procurement mode only over <https://eproc2.bihar.gov.in>

Bihar Rajya Beej Nigam Limited (BRBN) invites tender from Government agency, Semi-Government organizations (i.e. Public Sector companies & other eligible organisation) or Multi- State Cooperative societies approved by the Union Cabinet of Government of India for supply of **Certified/Truthfully labelled/Hybrid Seeds of Mustard/Rai, Kabuli Chana, Rajma, Sweet Corn, Baby Corn and Pop Corn Produced/multiplied anywhere in India and recommended for cultivation in Bihar** on F.O.R basis for delivery up to distributors point in districts of Bihar in different schemes of Department of Agriculture, Govt. of Bihar for Rabi 2026- 2027 Season. As detailed below:-

1. **Name of work:** Supply of **Certified/Truthfully labelled/Hybrid Seeds of Mustard/Rai, Kabuli Chana, Rajma, Sweet Corn, Baby Corn and Pop Corn Produced/multiplied anywhere in India and recommended for cultivation in Bihar** on F.O.R basis up to distributors point in districts of Bihar in different schemes of Department of Agriculture, Govt. of Bihar for Rabi 2026- 2027 Season as per list at **ANNEXURE-A & A1**.
2. **Supply Location:-**As per supply order released for different distributors point in Districts of Bihar in different schemes of Department of Agriculture, Govt. of Bihar for Rabi 2026- 2027 Season.
3. **Supply Period:-**Immediately on issued demand/ supply order within stipulated time or cutoff date as mention in demand/supply/ purchase order.
4. **Earnest Money: Rs. 5,00,000/- (Rupees Five Lakhs only) to be paid online.**
5. **Tender cost (Non-refundable):** Rs. 10000/- (Rupees Ten Thousand only) and applicable Tender processing fee amount to be paid through e-Procurement Portal (<https://eproc2.bihar.gov.in>)
6. **Online Sale/Downloading of Tender documents:** From 23.09.2026 to 01.10.2026 till 01:00 PM on e-Procurement Portal: (<https://eproc2.bihar.gov.in>)
7. **Last Date & Time for submission of tender:** 01.10.2026 up to 03:00 PM
8. **Date & Time for opening of Technical Bids:** 01.10.2026 at 04:00 PM
(In the event of this date being declared as Govt. holiday, the Technical Bid shall be opened on the next working date at the schedule time unless otherwise specifically required)

595

Note:

1. Detailed descriptions of the item and instructions for submitting your offer can be downloaded from e-tender website (<https://eproc2.bihar.gov.in>) up to 01.10.2026 till 01:00 PM for uploading.
2. The eligibility criteria for participation are given in the tender document.
3. Parties participating for Tender, EMD amount should be submitted online along with cost of tender document.
4. Technical bid may be opened on 01.10.2026 at 04:00 PM and Financial bid will be opened after finalization of Technical Bid and will be intimated on e-Procurement Portal:
(<https://eproc2.bihar.gov.in>)
5. Tenderer should submit both Technical bid and Financial bid strictly as per instructions to Tenderer given in the tender documents.
6. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
7. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision.



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SECTION 2 : INSTRUCTION TO BIDDER-

Tender Schedule / Programme:

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3	Date/time for submission/ uploading of offer/Bid	Up to 01.10.2026 till 03:00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
4	Date & time for opening of Technical Bid	01.10.2026 at 04:00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
5	Financial Bid opening date & time	After finalization of technical bid and will be intimated on e-Procurement Portal: (https://eproc2.bihar.gov.in)

6. Bidder must have a valid email id and mobile number.

7. Detailed descriptions of the item and instructions for submitting your offer can be downloaded from e-tender website (<https://eproc2.bihar.gov.in>)

8. Tender document cost (non –refundable) of Rs 10000.00 (Ten thousand only) and applicable Tender processing fee amount to be paid through e-Procurement Portal (<https://eproc2.bihar.gov.in>) only.

9. Bidder also need to deposit EMD of Rs 5.00 lakhs (Five lakhs only) through e-payment Gateway Challan/RTGS/NEFT on <https://eproc2.bihar.gov.in> Bid/Proposal without EMD will not be accepted under any circumstances. No interest will be paid on EMD. EMD of the unsuccessful agency/agencies will be refunded by the tender inviting authority.

10. Bids along with necessary online payments and Tender Processing Fee must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) before the date and time specified in the NIT. 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." The bidders shall submit their eligibility and qualification details and certificates as mentioned in Technical Qualifying Criteria etc. in the online standard formats given in e- Procurement Portal (<https://eproc2.bihar.gov.in>) at the respective stage only.

593

11. The bidders shall upload the legible scanned copies of all the relevant certificates, documents etc., in support of their qualifying criteria/technical bids and other certificate/documents in the **e-Procurement Portal (<https://eproc2.bihar.gov.in>)**

12. The bidder shall duly sign on all 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.

13. 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. This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents when downloaded must be legible / readable failing which their bid may be rejected. Hence it is advised that all the documents should be properly scanned and uploaded and /must be readable.

14. Offline submission of bids/documents/rates by the bidder will not be accepted by the tender inviting authority, under any circumstance.

15. Submission of the bid means that the bid is saved online, but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.

16. **Corrigendum/Addendum**, if any, will be published on the **e-Procurement Portal (<https://eproc2.bihar.gov.in>)** and departmental website www.brnn.bih.nic.in or <http://www.krishi.bih.nic.in> itself.

Thank You


Chief of Marketing
Bihar Rajya Beej Nigam Limited



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SECTION 3: CROP WISE AND VARIETY WISE REQUIREMENTS DETAILS

Supply of Certified/Truthfully labelled/Hybrid Seeds of Mustard/Rai, Kabuli Chana, Rajma, Sweet Corn, Baby Corn and Pop Corn Produced/multiplied anywhere in India and recommended for cultivation in Bihar on F.O.R basis up to distributors point in districts of Bihar in different schemes of Department of Agriculture, Govt. of Bihar for Rabi 2026- 2027 Season as per list at ANNEXURE-A & A1.

The bidder shall maintain crop-wise, variety-wise, and lot-wise production records, seed processing records, seed certification records, certification tags, stock verification records, and a pre-dispatch lot approval mechanism, and shall submit the same whenever demanded by BRBN.



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SECTION 4: TERMS & CONDITIONS

- 4.1 The quotation is to be invited on Two Bid System (Technical Bid and Financial Bid).
- 4.2 The Technical bid will contain EMD & other relevant documents like seed license, Income Tax return, Balance sheet, Self-declaration Certificate and all another relevant documents as given in Section 5 of the NIT and other part.
- 4.3 For Certified /Truthfully labelled/ Hybrid Seeds (Produced/multiplied anywhere in India and recommended for cultivation in Bihar), a valid Seed Producer Certificate/License issued by the competent authority of the respective State shall be mandatory and acceptable.
- 4.4 While quoting the rates, the bidder shall ensure the availability of the required quantity of raw seed of the offered crop/variety. The raw seed intake quantity available on the Sathi Portal at the time of submission of the bid shall be considered for determining the available quantity.
- 4.5 While quoting the rates the bidder must ensure that rates quoted in all cases must be final & inclusive of all charges/Taxes F.O.R delivery at destination including all packing & insurance charges for safe transit by road inclusive of all taxes, levies etc.
- 4.6 Selection of successful bidder would be based on Least Cost Method (LCM)
- 4.7 Rate quoted by bidder must be in figures and words format. 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.
- 4.8 The financial bid will be opened as per schedule in respect of those bidders only who have been declared qualified in the Technical bid.
- 4.9 The bidders interested in quoting their rates shall be required to deposit the full and fixed amount of EMD as specified in the NIT. No exemption or relaxation in this regard shall be allowed.
- 4.10 VALIDITY PERIOD OF TENDER (BID VALIDITY PERIOD)**
Tender/offer will be valid for 120 days from the date of opening of the tender. EMD will be forfeited with other penal actions if the tenderer withdraws or alters its bid/offer during the bid validity period.
- 4.11 EARNEST MONEY/ BID SECURITY**
 - 4.11.1 Payment of interest free EMD of **Rs. 5,00,000/- (Rupees five lakhs)** shall be submitted through e-payment gateway challan / NEFT / RTGS on **<https://eproc2.bihar.gov.in>** . Tender without EMD will be summarily rejected.
 - 4.11.2 EMD of unsuccessful tenderers will be returned as per e-proc guidelines.
 - 4.11.3 EMD taken from a bidder shall be forfeited in the following cases: -**
 - 4.11.3.1 When the bidder withdraws or modifies its bid after opening of bids.
 - 4.11.3.2 When the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period.

- 4.11.3.3 When the bidder does not deposit the performance security within the specified period after the supply/work order is placed.
- 4.12 If the bidder breaches any provision of the code of integrity prescribed for bidders specified in Rule 130A of Bihar Financial Rules.

4.13 ACCEPTANCE OF QUOTATIONS

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.

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.

4.14 PERFORMANCE SECURITY

4.14.1 Performance security will have to be submitted by the successful bidders within one week of receipt of supply orders. Performance security will be @5% of the total value of the quantities of seeds for which the bid was submitted. The performance security deposit will be in the form of Account payee Demand Draft, Fixed Deposit receipt from a commercial Bank in the name of **Managing Director, Bihar Rajya Beej Nigam Limited, payable at Patna** 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.

4.14.2 **Forfeiture of Performance Security:** Performance security is to be forfeited and credited to the BRBN (purchase organization) in the event of a breach of any of the terms & conditions of contract by the supplier or non-supply of seed as per the time schedule mentioned in the work order issued to the supplier.

4.14.3 **Refund of Performance Security:** Performance security would be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects.

4.15 EVALUATION/ACCEPTANCE CRITERIA OF BID

4.15.1 Tender will be awarded to the eligible lowest bidder for any item (seed). 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 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.

4.15.2 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 may be taken among next higher bidders (L-2, L-3) at the accepted rate of lowest bidder i.e. L-1 to fulfil the requirement.

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- 589
- 4.15.3 Conditional offer shall not be accepted by BRBN and the tenderer shall not impose any term/condition.
 - 4.15.4 BRBN reserves the right to accept/reject any or all of the tenders without assigning any reason whatsoever.
 - 4.15.5 The bidder quoting the lowest responsive rate for a particular crop/variety/class shall be declared L-1 for that item. The allocation shall be limited to the quantity offered and duly verified. Any balance quantity, if available, shall be allocated to L-2/L-3 at the L-1 rate, subject to their consent and eligibility.
 - 4.15.6 A bidder shall be eligible for consideration as L-1 only if the quantity offered is at least 20% of the required total quantity for the respective crop/variety.

4.16 PERIOD OF COMPLETION OF SUPPLY

- 4.16.1 The supply shall be completed by the supplier/successful bidder within **7 days** from the date of issuance of the supply order.
- 4.16.2 In case the tenderer makes **no supply**, a penalty may be imposed, at the discretion of the Managing Director, BRBN, at the rate of **25% of the value of the allocated quantity**, calculated at the agreed rate. Such penalty shall be recoverable/adjustable from the Performance Security.
- 4.16.3 In case the tenderer **fails to supply 90% of the offered quantity**, a penalty may be imposed, at the discretion of the Managing Director, BRBN, at the rate of **10% of the value of the shortfall**, calculated at the agreed rate. Such penalty shall be recoverable/adjustable from the Performance Security.
- 4.16.4 For **delayed supplies**, a penalty of **1% of the value of the seeds delivered late per week or part thereof**, subject to a **maximum of 5%**, may be imposed at the discretion of the Managing Director, BRBN. Such penalty shall be recoverable/adjustable from the Performance Security.
- 4.16.5 However, BRBN shall be at liberty to take other remedial measures, including cancellation of the supply order and/or termination of the contract entered into with the supplier. In such an event, BRBN shall have the right to arrange the balance supply from an L-2/L-3 bidder at the L-1 rate, subject to the bidder's consent and eligibility.
- 4.16.6 To ensure timely delivery of seeds to the concerned districts against the Supply Order, transportation of seeds through courier services shall be strictly prohibited. Seed consignments 100 quintals and above shall be transported only through GPS-enabled vehicles, and the supplier shall provide BRBN with the vehicle and driver's details along with live GPS tracking access. For consignments of less than 100 quintals, the supplier shall provide the vehicle registration number, driver's name and contact number before dispatch. Non-compliance with this condition shall attract appropriate action/penalty as decided by Managing Director, BRBN
- 4.16.7 The supplier will have to supply entire ordered quantity of seeds within the period as mentioned above. BRBN may refuse to accept the supply of seeds after the expiry of time limit mentioned in the supply order. However, extension in delivery period/period of completion of supply may be granted by MD, BRBN for a period as may be deemed fit.
- 4.16.8 If extension in delivery period/period of completion of supply is granted on administrative ground by BRBN, no penalty will be imposed
- 4.16.9 Lot Number and quantity details mentioned in the Road Challan/Movement Certificate and Tax Invoice shall be identical and shall match with the

corresponding entry made on the BRBN Portal at the time of delivery of seeds. In case of any discrepancy or mismatch, penalty may be imposed at the discretion of the Managing Director, BRBN.

4.17 SPECIFICATIONS OF SEEDS AND THEIR TESTING:

- 4.17.1 The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standard, 2013 as amended up to date and shall possess good physical appearance and luster to BRBN's satisfaction
- 4.17.2 The quality of seeds supplied by the tenderer should be as per the Seed Act 1966.
- 4.17.3 The BRBN / State Govt. will draw the samples of each lot before the distribution of seed at destinations point. If any lot declares to be sub-standard in the STL/QCL/Lab test report, BRBN will not be responsible for any seed cost/ transportation charges incurred on the sub-standard seed lots. The supplier at his cost has to lift back the sub-standard seed stock within the stipulated time given by BRBN. If the supplier will not lift the sub-standard seeds as time given by BRBN, then the supplier has to bear the penalty charges which will be imposed by the BRBN.
- 4.17.4 The variety of Seeds must be genetically pure, sound in morphological & physical characters, distinct identical genetic, uniform and stable, free from disease and virus.
- 4.17.5 The cost of verification of seeds including logistics and conveyance of expert team at all levels and cost of quality testing will be borne by the tenderers.
- 4.17.6 Supplier should be a registered grower (Also registered on SATHI portal) and seed certification must be done by any notified seed Certification Agency in case of Certified seeds and certified tag & general label must be attached with the Packaging.
- 4.17.7 The tenderer shall submit a copy of the source of seed, along with the MOU/Agreement with ICAR or the concerned agency/seed producer, for Certified/ Truthful/ Hybrid Seed to be supplied to BRBN. The source of seed/MOU/Agreement should be at least 12 months old. Priority shall be given to the procurement of Certified Seed produced in Bihar and certified by BSSOCA, subject to availability.
- 4.17.8 On receipt of seed in the godown of dealer/distributor, sample will be collected by concerned Seed Inspector / District Agriculture Officer (DAO) or any other competent authority as per "Seeds Act 1966" for germination test/seed analysis. Minimum one sample should be taken from each lot of seeds supplied in a district.
- 4.17.9 No any objection will be raised by the supplier for the collection of samples by concerned Seed Inspector / DAO for germination test / seed analysis as per seeds act or as may be required. Further, any quantity of seeds used for the purpose of collection of samples by any of the concerned authorities would be replenished by the supplier for which they will raise the bills to concern dealer as per section 14 (2) of Seed Act 1966 quoting as "*Used for Sample purpose*" *not to exceed 5 Qtl under any scheme.*
- 4.17.10 BRBN shall have the right to inspect the operation of packing of seeds at the source of the supplier from time to time.
- 4.17.11 All seeds supplied under this clause shall, in all cases, conform to the prescribed quality standards, certification requirements, and all other terms and conditions of the NIT/Tender.

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485

4.18 PAYMENT TERMS:

- 4.18.1 The payment claims will be made by supplier after supply of seeds.
- 4.18.2 The payment will be made on basis of quantity which has been supplied and accepted by BRBN and duly uploaded on BRBN software and the same be approved by the dealers of BRBN and respective District Agriculture Officer (DAO)
- 4.18.3 The rate offered by supplier will be on F.O.R (Freight on Road). The L-1 rate offered by supplier will include 8% Dealer Commission and 3% handling Charge of BRBN. The supplier will be paid only 89% of rate quoted in the tender.
- 4.18.4 Deduction of Dealers commission @8% and handling charges @ 3% and other statutory deductions will be made from each bill amount whenever payment is made to supplier.
- 4.18.5 The first 50% payment will be made to the Supplier by BRBN after the total accepted quantity is uploaded on BRBN software and is approved by the concerned Dealer & District Agriculture Officer (DAO).
- 4.18.6 The balance 50% payment shall be released upon receipt of the Seed Quality and Germination Certificate, duly signed by the DAO and uploaded on the BRBN Portal. If the seed germination report from the concerned district is not received by BRBN within 03 (three) months from the date of supply, the payment shall be released only after documented sampling/testing or upon an officially recorded failure of the concerned testing authority to conduct the testing within the prescribed time. In case of delay in compliance with the above requirements, the balance payment may be released against an Indemnity Bond valid for a period of 180 (one hundred eighty) days from the date of submission of the Indemnity Bond furnished by the supplier, subject to the approval of the Managing Director, BRBN"
- 4.18.7 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, then such seed of that particular lot to be return 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 -50) % 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.**
- 4.18.8 The above-mentioned payment procedure may be modified under special circumstances. Any such deviation shall be permitted only with **recorded reasons, approval of the competent authority, and compliance with the applicable financial and procurement rules.**

4.18.9 The supplier shall be responsible for GST/ Income Tax liabilities and other taxes as leviable, if any. BRBN will not bear /entertain the tax liability related with the transaction by the tenderer/supplier

4.19 CANCELLATION OF CONTRACT FOR DEFAULT & RECOURSE TO BE TAKEN BY THE PURCHASER:

4.19.1 The purchaser (BRBN) may without prejudice to any other remedy for breach of contract by 07 days written notice of default sent to the supplier terminate the contract in whole or in part.

4.19.2 In the event the purchaser terminates the contract in whole or in part, purchaser may take recourse to any one or more of the following actions:

4.19.2.1 Recovery of all damage sustained on account of cancellation of contract.

4.19.2.2 EMD & Performance security deposit may be forfeited.

4.19.2.3 However, the supplier shall continue to perform the contract to the extent not terminated.

4.20 OTHER TERMS AND CONDITIONS

- a) The bidder shall submit details of the offered quantity and stock/godown. Physical or virtual stock verification shall be mandatory and shall be completed before the opening of the financial bids or prior to the award of the contract/supply order.
- b) The following will be mentioned in Hindi on all the bags of seeds by the supplier at his/her own cost.
 - i. केवल बिहार राज्य में बिक्री के लिए ।
 - ii. बिहार सरकार की रबी 2026-27 योजनान्तर्गत ।
 - iii. जहर से शोधन किया हुआ एवं खाने योग्य नहीं ।
 - iv. लाल रंग में खतरनाक चिन्ह (हड्डी एवं सिर का चिन्ह) बनावें ।
 - v. बच्चों की पहुँच से दूर रखें ।
 - vi. बिहार राज्य बीज निगम लि० पटना द्वारा विपणन (जिसका FONT साईज आपूर्तिकर्ता के नाम/मार्का से बड़ा होना चाहिए) ।
- c) The successful tenderer shall at his cost execute an agreement with BRBN on non-judicial stamp paper of Rs. 1000/- for arranging the supply as per these terms and conditions, signing each page of the terms and condition etc. within one week of issue of work order along with the required amount 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.
- d) 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.
- e) 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 or cancellation of seed license or blacklisting of the entity during the period of supply as per the discretion of the corporation
- f) BRBN will not be responsible for losses incurred to the supplier/tenderer due to

585
change in Govt. Decision, natural calamities, which are beyond the control of BRBN.

- g) 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 of Agriculture, Bihar.
- (h) The Bidder shall submit a **duly signed Seed Intake Quantity report** on the Sathi Portal during the Preceding Year (2025-26) and Kharif 2026 for the respective crop/variety, downloaded from the **SATHI Portal**, before the issuance of the supply order.

4.21 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 BRBN taking into account all factors like flood, drought, Natural calamities sabotage, Fires, Epidemics, Civil commotion, Wars, Revolutions, lockouts, Strike called by the Labour / Trade Unions, transporters etc. and the purchaser shall not be liable for any loss caused to the supplier on account of Force Majeure and reserve the right to cancel the contract without any obligation to compensate the supplier in any manner for whatsoever reason.

4.22 FRAUD AND CORRUPT PRACTICES:

- 4.22.1 Any bribe, commission, or advantage offered promised by or on behalf of the Tenderer to any officer of official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of the Tenderer will also make his tender liable to rejection.
- 4.22.2 In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 4.22.3 If the information given by the Tenderer/Party in the Tender Document and its Annexure is found to be false/incorrect / forged or has violated/breached any of the terms & conditions of the contract, at any stage, BRBN shall have the right to disqualify/ summarily terminate the contract, forfeit EMD/Security deposit, make good any other losses caused to the Corporation and debar the party for three years, without prejudice to any other rights that the Corporation may have under the Contract and law.

4.23 SETTLEMENT OF DISPUTES AND JURISDICTION OF COURT:

- 4.23.1 Any dispute, difference, or controversy arising out of or in connection with this Tender, the acceptance thereof, the contract entered into pursuant thereto, or any matter arising therefrom or incidental thereto, including any dispute relating to the interpretation, performance, breach, or termination of the contract, shall, as far as possible, be resolved amicably through mutual consultation between the parties.
- 4.23.2 In the event that such dispute or difference cannot be resolved amicably, the same shall be referred to **arbitration by a Sole Arbitrator**, to be mutually appointed by the parties in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, as amended from time to time
- 4.23.3 The **seat and venue of arbitration shall be Patna, Bihar**, unless otherwise mutually agreed by the parties. The arbitration proceedings shall be conducted in **English/Hindi**, as may be mutually agreed. The award of the Sole Arbitrator shall be **final and binding on both parties**, subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time

- 4.23.4 The costs and expenses of the arbitration shall be borne by the parties as determined by the Sole Arbitrator in accordance with the applicable law.
- 4.23.5 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.
- 4.23.6 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/criminal 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.





BIHAR RAJYA BEEJ NIGAM LIMITED

(A Govt. of Bihar Undertaking)

An IS/ISO 9001:2015; IS/ISO 14001:2015; IS/ISO 37001:2016 Certified Company
3rd Floor, Krishi Bhawan, Mithapur, Patna-800001(BIHAR)

Telephone: 0612 -2547066 / website: brbn.bihar.gov.in / e-mail: brbn.bih.mail@gmail.com
CIN : U01111BR1977SGC 001294

SECTION 5: QUALIFYING CRITERIA & REQUIREMENTS FOR TECHNICAL BID

1. Tender document fee and tender processing fee and the EMD amount to be deposited online only through e-procurement portal (<https://eproc2.bihar.gov.in>) (**Supporting document to be uploaded**)
2. Name & address of the bidder with contact no. and email id (in company/ firm letter head). (**document to be uploaded**)
3. The Bidder should be a Government agency or Semi-Government organization (i.e. any Public Sector Company & other eligible organisation) or a Multi- State Cooperative Societies approved by the Union Cabinet of Government of India and registered under Multi-State Co-operative Societies Act 2002. (**Copy of Memorandum & Articles of Association / Copy of By-laws and registration certificate to be uploaded.**)
4. The Bidder should submit an authorization letter in the name of authorized person who would sign documents, submit declaration, affidavit or execute agreement or attend bid on behalf of the agency to be issued on the letter head of the agency by the head of the institution or the competent authority. (**Copy of authorization letter to be uploaded**)
5. The Bidder should have valid seed license issued by competent authority along with endorsed crop/varieties list for whole of Bihar at the time of submission of bid and should remain valid till the completion of tender. (**Copy of valid seed license issued by competent authority along with endorsed crop/varieties list to be uploaded**)
6. The bidder shall submit a copy of the seed source documents (covering the complete seed chain from breeder seed to certified seed) and/or an MOU with ICAR or the concerned agency/ seed producer, demonstrating a seed source history of at least 12 months older for the Certified, Truthfully Labelled, or Hybrid Seeds to be supplied to BRBN. (**copy of the source of seed/MOU to be uploaded**)
7. The bidder shall possess a valid **Seed Producer Certificate** for Certified/Truthfully labelled/ Hybrid Seeds Produced/multiplied anywhere in India, issued by **the competent authority of the respective State/Union Territory**. (**Self-attested copy of valid seed producer certificate to be uploaded.**)
8. The bidder shall possess a valid **Seed Processing Plant Registration Certificate**, issued by the competent authority of the concerned State, for a seed processing plant located anywhere in India, either **self-owned or operated under a valid Agreement/MOU with a registered seed processing plant unit** (**Self-attested copy of valid seed processing plant registration certificate and Agreement copy, if applicable to be uploaded.**)
9. Bidder should have valid registration certificate for PAN card and GST certificate be uploaded. (**Copy of PAN & GST certificate to be uploaded**)
10. The bidder should have experience in the supply of seeds to Government organizations and should have successfully executed at least three (03) work orders, having a minimum aggregate value of ₹5.00 crore, during the last three financial years, i.e. 2023-24, 2024-25, and 2025-26 or thereafter. (**Copy of work order issued by concerned govt agencies to be uploaded**)

11. Average annual turnover of the bidder from supply of seeds in the last three years for the period **2022-23, 2023-24 & 2024-25** should not be less than **Rs. 10.00 crore** (Ten crores). (CA certificate and copy of Audited Balance Sheet of the company to be uploaded as supporting document.)
12. Copies of income tax returns filed for last three (03) AY **2023-24, 2024-25 & 2025-26**. (document to be uploaded)
13. **Certification for Non-Blacklisted:** The bidder shall not have been debarred / blacklisted from participation in tendering by any of Government (Central & State govt) organization during the last three year preceding the date of submission of bid. (Notarial Affidavit to be submitted as per Annexure- B)
14. Notarial affidavit regarding unconditional acceptance of all terms and condition of NIT and the genuineness and correctness of statement and document submitted by bidder as per Annexure- C to be uploaded.
15. A self-declaration certificate that Price charged for supplies shall under no circumstances **exceed the lowest price** at which the bidder sells the stores of identical description to any Govt. Department/ Institution, Public Enterprises/ Undertaking during the period of contract as per Annexure -D to be uploaded.
16. The bidder must submit a self-declaration certificate containing crop, variety, and class wise details of the seeds to be offered in the tender as per Annexure-G to be uploaded

Note: The bidder must upload the documents after seal & signed on every paper of tender documents.

[Handwritten signatures and initials]



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SECTION 6: CHECK LIST OF TECHNICAL BID EVALUATION

S.No.	Particulars	Ref. page no.
1	EMD of & cost of tender document of as per tender notice. i. EMD amount – 5.00 lakhs (Five lakhs only) ii. Tender Document fee – 10000.00 (Ten thousand only) Non refundable (Upload documents)	
2.	Name & address of the bidder with contact no. and email id (in company/ firm letter head). (Upload documents)	
3.	Copy of MoA & AOA /copy of By-laws & registration certificate of Multi-State Co-operative society act. (Upload documents)	
4	An authorization letter in the name of authorized person who would sign documents, submit declaration, affidavit or execute agreement or attend bid on behalf of the agency to be issued on the letter head of the agency by the head of the institution or the competent authority (Upload documents)	
5.	Valid copy of State Level Seed License along with endorsed crop/varieties list for whole of Bihar issued by Director of Agriculture, Patna, Bihar (Upload documents)	
6.	The bidder shall submit a copy of the seed source documents (covering the complete seed chain from breeder seed to certified seed) and/or an MOU with ICAR or the concerned agency/ seed producer, demonstrating a seed source history of at least 12 months older for the Certified, Truthfully Labelled, or Hybrid Seeds to be supplied to BRBN (Upload documents)	
7.	The bidder shall possess a valid Seed Producer Certificate for Certified/Truthfully labelled/ Hybrid Seeds produced/multiplied anywhere in India, issued by the competent authority of the respective State/Union Territory. (Self-attested copy of valid seed producer certificate to be uploaded.)	
8.	The bidder shall possess a valid Seed Processing Plant Registration Certificate , issued by the competent authority of the concerned State, for a seed processing plant located anywhere in India, either self-owned or operated under a valid Agreement/MOU with a registered seed processing plant unit (Self-attested copy of valid seed processing plant registration certificate and Agreement copy, if applicable to be uploaded.)	
9.	Certificate of registration of the entity in respect of GST & PAN No. (Upload documents)	
10.	The bidder should have experience in the supply of seeds to Government organizations and should have successfully executed at least three (03) work orders, having a minimum aggregate value of ₹5.00 crore, during the last three financial years, i.e. 2023-24, 2024-25, and 2025-26 or thereafter. (Copy of work order issued by concerned govt agencies to be uploaded)	

11.	CA certificate & copy of Audited Balance sheet of the company showing average annual turnover of the entity from sale of seeds should not be less than 10.00 crores in the last 03 FYs 2022-23, 2023-24 & 2024-25. (Upload documents) FY Turnover from seed (in crores)) 2022-23 : 2023-24 : 2024-25 : Total:	
12.	Copies of income tax returns filed for last three (03) AY 2023-24, 2024-25 & 2025-26. (Upload documents)	
13.	The bidder shall not have been debarred / blacklisted by any Government (Central & State govt) organization during the last three year preceding the date of submission of bid. (Notarial Affidavit to be submitted as per Annexure- B) (Upload documents)	
14.	Notarial affidavit for unconditional acceptance of all terms & condition of the NIT on Rs 100 NJ stamp paper attested by Notary to be uploaded as per Annexure-C (Upload documents)	
15.	Self-declaration Certificate that Price charged for stores/Supplies under the contract shall under no circumstances exceed the lowest price uploaded as per Annexure-D (Upload documents)	
16.	The bidder must submit a self-declaration certificate containing crop, variety, and class wise details of the seeds to be offered in the tender as per Annexure-G (Upload documents)	












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CIN : U01111BR1977SGC 001294

SECTION 7: FORMAT OF FINANCIAL BID

From :

M/S

.....

.....

To,

Managing Director,
Bihar Rajya Beej Nigam Ltd, Patna. 800001

Sir,

With reference to your **Short Tender Notice no. Marketing-06/2026-27**, we hereby quote our most competitive offer for the Certified/Truthfully labelled/ Hybrid seeds supply in **Rabi 2026- 2027 season, which are Produced/multiplied anywhere in India and recommended for cultivation in Bihar** as per the Terms and Conditions provided by you. The particulars of offer are given below:

Sl. No.	Name of Crop & Variety	Seed Type	Packi ng Size (in kg)	Approx Total Requir ed Qty. (in Qtl.)	Minimum 20% Quantity of Total Requirement to be Offered by Each Tenderer (in Qtls.)	Quantity Available with and Offered by the Tenderer (in Qtls)	Rate to be quoted in Rs/Qtls including 8% Dealer Commission and 3% handling Charge of BRBN on F.O.R basis up to distributors point in all Bihar	
							In figures	In words
II	SWEET CORN							
1	Hybrix-39	C/S	01 KG	60.00	12			
		T/L			12			
2	Sugar-75	C/S			12			
		T/L			12			
3	Golden Honey	C/S			12			
		T/L			12			
4	Any other hybrid variety recommended for Bihar	C/S			12			
		T/L			12			
III	BABY CORN							
1	PAC 321	C/S	01 KG	110.00	22			
		T/L			22			
2	G-5414	C/S			22			
		T/L			22			
3	DHM-107	C/S			22			
		T/L			22			
4	Rajendra Baby Corn-1	C/S			22			
		T/L			22			
5	Rajendra Baby Corn-2	C/S			22			
		T/L			22			
6	Pusa HM4 Male sterile Baby corn-2	C/S			22			
		T/L			22			
7	Any other hybrid variety recommended for Bihar	C/S			22			
		T/L			22			

IV	POP CORN							
1	Rajendra Pop Corn-1	C/S	01 KG	400.00	80			
		T/L			80			
2	Sabour Pop Corn-2	C/S			80			
		T/L			80			
3	Any other hybrid variety recommended for Bihar	C/S			80			
		T/L			80			
VII	KABULI CHANA (WHITE CHICK PEA)							
1	RVG-2023	C/S	8 Kg.	160.00	32			
		T/L			32			
2	KUNDAN (IPCB 2015-132)	C/S			32			
		T/L			32			
3	IPC-2009-145 (Kanchan)	C/S			32			
		T/L			32			
4	IPC-2013-163 (Madhav)	C/S			32			
		T/L			32			
5	Any other variety recommended for Bihar less than (5+3) yr	C/S			32			
		T/L			32			
VIII	RAJMA (KIDNEY BEANS)							
1	IPR 98-5 (Utkarsh)	C/S	8 Kg.	90.00	18			
		T/L			18			
2	IPR-96-4 (Amber)	C/S			18			
		T/L			18			
3	Phule Rajmash (GRB-902)	C/S			18			
		T/L			18			
4	Kota Rajmash-1(RKR-1033)	C/S			18			
		T/L			18			
5	Any other variety recommended for Bihar less than (5+3) yr	C/S			18			
		T/L			18			
IX	MUSTARD/RAI							
1	DRMR-150-35	C/S	2 Kg.	5500.00	1100			
		T/L			1100			
2	RH-761	C/S			1100			
		T/L			1100			
3	RH-725	C/S			1100			
		T/L			1100			
4	Tapeswari (Toriya)	C/S			1100			
		T/L			1100			
5	Rajendra Suflam-1	C/S			1100			
		T/L			1100			
6	SL-979 (Toriya)	C/S			1100			
		T/L			1100			
7	BPM-11	C/S			1100			
		T/L			1100			
8	BPM-1825 (DRMR 2018-25)	C/S			1100			
		T/L			1100			
9	Birs Bhabha Mustard 1 (BBM1)	C/S			1100			
		T/L			1100			
10	PPS-2 (Yellow Mustard)	C/S			1100			
		T/L			1100			
11	Pant Sweta (Yellow Mustard)	C/S			1100			
		T/L			1100			

577

12	PDZM-31	C/S			1100			
		T/L			1100			
13	PM-32	C/S			1100			
		T/L			1100			
14	Any other variety recommended for Bihar less than (5+3) yr	C/S			1100			
		T/L			1100			
		T/L			1100			

- Note: 1.** The bidder shall quote a minimum of 20% of the total requirement of the respective seed variety, as specified above (in quintals), and shall be capable of supplying 100% of the quantity of the seed variety offered by the bidder, if declared L-1 in the financial bid.
2. The bidder shall quote the rates both in figures and in words. In case of any discrepancy between the rates quoted in figures and words, the rates quoted in words shall prevail and be considered final.
3. In case of any technical or typographical error, the decision of the Purchase Committee shall be final and binding.

Signature of Authorized Signatory

Name:

Designation:



576

ANNEXURE-'A'

Sl. NO.	SEASON	CROPS	VARIETY	(Qty in Quintals)	
				APPROX. QUANTITY OFFERED FOR SUPPLY	
1	RABI 2026-27	MUSTARD/RAI	ANNEXURE-'A'	5500	
2		KABULI CHANA (White Chick Pea)		160	
3		RAJMA (Kidney Bean)		90	
4		SWEET CORN		60	
5		BABY CORN		110	
6		POP CORN		400	

1. The bidders participating in the tender must quote the varieties wise crop rate and the quantity of seeds offered for supply to BRBN.
2. The bidders who are interested to quote the rates of one or more crop varieties 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.
3. The bidders are advised to go through the terms & conditions carefully before uploading the tender. Bihar Rajya Beej Nigam Ltd. will not be responsible for any mistakes/error committed by the bidders in filling of the tenders.

Note-

1. The above said quantity of seeds may be increased or decreased as per requirement and discretion of BRBN.
2. The bidder should supply the 100 % qty of seed variety offered by the bidder if declared L-1 in the financial bid.
3. All the fee viz. Cost of Tender Documents, Tender Processing fee & EMD will be paid online through e-Procurement Portal (<https://eproc2.bihar.gov.in>)

[Handwritten signatures and marks]

ANNEXURE-'A1'

Sl No	Name of Crop & Variety	Year of release	Recommend for
II	SWEET CORN		
1	Hybrix-39		
2	Sugar-75		
3	Golden Honey		
4	Any other variety recommended for Bihar		
III	BABY CORN		
1	PAC 321		
2	G-5414		
3	DHM-107		
4	Rajendra Baby Corn-1	2025	
5	Rajendra Baby Corn-2	2025	
6	Pusa HM4 Male sterile Baby corn-2	2023	
7	Any other variety recommended for Bihar		
IV	POP CORN		
1	Rajendra Pop Corn-1	2024	
2	Sabour Pop Corn-2	2025	
3	Any other variety recommended for Bihar		
VII	KABULI CHANA (WHITE CHICK PEA)		
1	RVG-2023	2025	
2	KUNDAN (IPCB 2015-132)	2024	
3	IPC-2009-145 (Kanchan)	2022	
4	IPC-2013-163 (Madhav)	2021	
5	Any other variety recommended for Bihar < (5+3) yr		
VIII	RAJMA (KIDNEY BEANS)		
1	IPR 98-5 (Utkarsh)	2005	
2	IPR-96-4 (Amber)	2002	
3	Phule Rajmash (GRB-902)	2019	
4	Kota Rajmash-1(RKR-1033)	2018	
5	Any other variety recommended for Bihar < (5+3) yr		
IX	MUSTARD / RAI		
1	DRMR-150-35	2020	
2	RH-761	2019	
3	RH-725	2018	
4	Tapeswari (Toriya)	2018	
5	Rajendra Suflam-1	2018	
6	SL-979 (Toriya)	2020	
7	BPM-11	2023	
8	BPM-1825 (DRMR 2018-25)	2025	
9	Birsa Bhabha Mustard 1 (BBM1)	2025	
10	PPS-2 (Yellow Mustard)	2023	
11	Pant Sweta (Yellow Mustard)	2010	
12	PDZM-31	2017	
13	PM-32	2020	
14	Any other variety recommended for Bihar less than (5+3) yr		

ANNEXURE-B

On Stamp paper with notary attestation (On Rs. 100 NJ Stamp Paper)

To

Managing Director,
Bihar Rajya Beej Nigam Ltd.
3rd Floor Krishi Bhawan
Mithapur, Patna

Sub: Certificate for non blacklisted/debarred by any Government or its agency with respect to NIT-Marketing-06/2026-27

I _____ (Name & designation of Authorized person of Supplier entity) hereby declare that my Company/ Organisation have not been debarred / blacklisted by any Government (Central & State govt) organisation during the last 3 years preceding the date of submission of bid.

My business is not banned by any Government agency/Public sector organization and I am legally eligible to bid with BRBN.

We also understand that if we get or found blacklisted or debarred by any Govt agencies during the tenure of contract or if the certificates submitted by me/us are found to be false/forged or incorrect at any time after the award of the contract then, it will lead to termination of the contract, forfeiture of EMD and Performance Security, suspending of business as well as legal action against me.

Name:

Designation:

Name of the organization:

Full address

Date:

Place:

573

ANNEXURE –C

Affidavit for unconditional acceptance of all terms & conditions of NIT [To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/-

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 work of **supply of seeds in Rabi 2026-27 as per Short Notice Inviting Tender no. Marketing -06/2026-27** 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 have read and understood the NIT, Terms & Conditions as contained in this **Short Notice Inviting Tender no. Marketing-06/2026-27** And convey my unconditional acceptance of the terms & conditions of this tender document and I have submitted the bid in accordance with the above conditions and instructions of this tender documents.
2. 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.
3. 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.
4. 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 and further agree that any misrepresentation, suppression, or false declaration shall result in:
 - Rejection of bid or termination of contract;
 - Forfeiture of EMD and/or Performance Security;
 - Debarment/blacklisting as per applicable rules;
 - Initiation of legal proceedings as per law.

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.

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.

Place

DEPONENT

Date:

SEAL AND SIGNATURE OF THE TENDERER

ANNEXURE-D

SELF DECLARATION CERTIFICATE ON THE LETTER HEAD OF THE BIDDER

TO WHOMSOEVER IT MAY CONCERN

We do hereby certify that Price quoted for supplies of seeds under **Short Notice Inviting Tender no. Marketing -06/2026-27** shall under no circumstances exceed the lowest price at which the bidder sells the seeds of identical description to any Govt. Department/ Institution/ Public Enterprises/ Undertaking during the period of contract.

In case, it is found that the bidder had sold the seeds of identical description to any Govt agency at a price lower than the quoted L-1 price during the period of contract, than difference of excess amount charged by the bidder would be adjusted from the bills of the agency and bidder would also be liable for legal consequences.

We further declare that any violation of this undertaking shall constitute a material breach of the terms of contract, and BRBN shall be entitled, without prejudice to any other rights and remedies available under law or contract, to terminate the contract, forfeit the Earnest Money Deposit and/or Performance Security, recover losses or damages suffered, and take appropriate action including blacklisting/debarment as per applicable rules.

We also agree and undertake that BRBN shall have the right to verify the correctness of this declaration from any Government Department or agency, and we shall furnish all necessary information and documents as may be required for such verification. This declaration shall form an integral part of the contract and shall be binding upon us for the entire duration of the contract.

Name & designation:

Address

Place:

Date:

A series of handwritten signatures and initials in blue ink, including a large stylized 'B', a checkmark, and several other illegible marks.

ANNEXURE-E

FORMAT OF AGREEMENT

(On Non-Judicial Stamp Paper of Rs. 1000/-)

This Agreement is made on this ____ day of _____, 2026, between **Bihar Rajya Beej Nigam Limited**, a Government of Bihar Undertaking incorporated under the Companies Act and having its registered office at Krishi Bhawan, 3rd Floor, Mithapur, Patna (hereinafter referred to as "BRBN" or "Corporation", which expression shall, unless repugnant to the context, include its successors and assigns), of the First Part;

AND

M/s _____, having its registered office at _____ (hereinafter referred to as the "Supplier", which expression shall, unless repugnant to the context, include its successors and permitted assigns), of the Second Part.

Whereas BRBN, with the objective of procurement and distribution of certified/Truthfully labelled/hybrid seeds under various schemes of the Department of Agriculture, Government of Bihar, issued **Short Notice Inviting Tender No. Marketing-06/2026-27**, and whereas the Supplier participated in the said tender process and was declared as a successful bidder;

And whereas pursuant thereto, BRBN has issued Purchase Order No. _____ dated _____ for supply of seeds as per specifications, quantities and terms mentioned therein;

And whereas the parties have agreed that the Tender Document, all Sections and Annexures thereof, the bid submitted by the Supplier, and the Purchase Order (including any amendments thereto) shall form an integral and inseparable part of this Agreement.

Now, therefore, in consideration of the mutual covenants and obligations, the parties hereby agree as follows:

The Supplier shall supply the seeds strictly in accordance with the specifications, quality standards, quantities, and timelines prescribed in the Tender Document and Purchase Order. The Supplier shall ensure compliance with all applicable statutory provisions including the Seeds Act, applicable certification standards, and directives issued by competent authorities from time to time.

The terms and conditions contained in the Tender Document, including Section 4 (Terms & Conditions), Annexures B, C, D, F and G shall be deemed to be incorporated in this Agreement and shall be binding upon the Supplier. In the event of any inconsistency, the interpretation most beneficial to BRBN in ensuring performance and protection of public interest shall prevail.

The Supplier shall furnish Performance Security in the form of Bank Guarantee as stipulated in the Tender Document, and failure to do so shall render the contract liable to cancellation along with forfeiture of Earnest Money Deposit.

The Supplier shall be responsible for timely and complete execution of supply orders, and any delay, short supply, or supply of substandard material shall constitute breach of contract, entitling BRBN to take action including imposition of penalty, recovery of damages, cancellation of supply order, and procurement from alternate sources at the risk and cost of the Supplier.

The payment to the Supplier shall be made strictly in accordance with the payment terms stipulated in the Tender Document, subject to verification of quantity, quality, and certification by competent authorities. BRBN shall be entitled to make statutory deductions and adjustments, including recovery of any excess payment or penalty.

The Supplier acknowledges and agrees that any false declaration, misrepresentation, or violation of terms, including price fall clause or non-blacklisting declaration, shall result in termination of contract, forfeiture of securities, and blacklisting/debarment as per applicable rules, without prejudice to other legal remedies.

This Agreement may be terminated by BRBN in whole or in part upon breach of any terms and conditions by the Supplier, by giving written notice as per the Tender conditions. Upon termination, BRBN shall have the right to recover losses/damages and complete the remaining work at the risk and cost of the Supplier.

The provisions relating to force majeure, fraud and corrupt practices, dispute resolution, and jurisdiction as contained in the Tender Document shall apply mutatis mutandis to this Agreement. The parties agree that all disputes shall be subject to arbitration as per the Tender conditions and jurisdiction of courts at Patna.

This Agreement shall remain valid for the entire duration of the contract and till completion of all obligations, including settlement of payments and claims.

In witness whereof, the parties hereto have executed this Agreement on the day, month, and year first written above.

For and on behalf of the supplier

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

Witness

1

2.

Witness

1

2.

[Handwritten signatures and marks at the bottom of the page]

569

ANNEXURE-F

PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE

(To be stamped in accordance with the Stamp Act of India)

To

Managing Director,
Bihar Rajya Beej Nigam Ltd.
3rd Floor Krishi Bhawan
Mithapur, Patna

This Deed of Guarantee is executed by _____ (Name of the Bank), having its registered office at _____ (hereinafter referred to as "the Bank"), in favour of Bihar Rajya Beej Nigam Limited (hereinafter referred to as "BRBN").

Whereas _____ (Name and Address of the Supplier) (hereinafter referred to as "the Supplier") has been awarded the work pursuant to Short Notice Inviting Tender No. Marketing-06/2026-27 for supply of Certified /Truthfully labelled/ Hybrid Seeds for Rabi 2026-27 and whereas, as per the terms of the said Tender and Contract, the Supplier is required to furnish a Performance Bank Guarantee for due and faithful performance of its contractual obligations.

Now, therefore, in consideration of the above, the Bank hereby irrevocably, unconditionally, and without demur guarantees and undertakes to pay to BRBN, on its first written demand, without any objection, protest, contest, recourse or reference to the Supplier, any sum or sums not exceeding a total amount of Rs. _____ (Rupees _____ only), being the amount of the Performance Security, upon receipt of a written demand from BRBN stating that the Supplier has failed to perform or has committed breach of any of the terms and conditions of the Tender and/or Contract.

The Bank further agrees that the obligation of the Bank under this Guarantee is absolute and unconditional, and shall not be affected by any dispute, difference, arbitration, or proceedings pending between BRBN and the Supplier, nor by any variation, amendment, or modification of the terms of the contract or extension of time granted to the Supplier. The Bank hereby expressly waives the requirement of BRBN

to first proceed against the Supplier before invoking this Guarantee.

The Bank further undertakes that any such demand made by BRBN shall be conclusive as regards the amount due and payable by the Bank under this Guarantee, and the Bank shall make payment within a period of 7 days from the date of receipt of such demand, without insisting upon any proof or documentation beyond the demand itself.

This Guarantee shall remain valid for a period of 60 days months from the date of issuance of the work order or till completion of contractual obligations, whichever is later, and shall remain enforceable for a further claim period of ___ days thereafter. Any claim under this Guarantee must be made within the validity period or the extended claim period.

The Bank further agrees that this Guarantee shall not be discharged or affected by any change in the constitution of the Supplier or the Bank, and shall remain in full force and effect notwithstanding any change, alteration, or amendment in the contract between BRBN and the Supplier.

This Guarantee shall be governed by the laws of India and subject to the jurisdiction of courts at Patna.

**SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF BANK**

ADDRESS

Authorized signatory details & sign:

Name:

Designation:

DATE:

PLACE:

[Handwritten signatures and initials in blue ink]

CS67

ANNEXURE-G

SELF DECLARATION CERTIFICATE ON THE LETTER HEAD OF THE BIDDER
(TO BE SUBMITTED IN TECHNICAL BID PART IN ONLINE FORM ONLY)

TO WHOMSOEVER IT MAY CONCERN

Crop, Variety, and Class wise details of the seeds to be offered in the tender no-
Marketing-06/2026-27

S.No.	Crop	Variety	Class	Qty. Offered by the tenderer (in Qtls) (should be minimum 20% of crop wise total requirement as per Annexure-A)	Intake Quantity on the Sathi Portal during the Preceding Year (2025-26) and Kharif 2026 (in Quintals)	Name of the certification agency (in case of CS seeds)	Location of the stock/ Godown with address details along with contact no.

Sign & seal:

Name & designation:

Address

Place:

Date:

Handwritten signatures and marks:
A, H, A, nent, 2, 19