



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

EXPRESSIONS OF INTEREST (EOI) NOTICE No. Marketing-04/2025-26

EOI FOR REGISTRATION / EMPANELMENT OF SEED PRODUCER FOR SUPPLY OF VEGETABLES SEEDS AND PLANTING MATERIAL

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

Bihar Rajya Beej Nigam Limited invites applications from original Producers or their duly Authorized Agents for Registration /Empanelment of Seed Producer for supply of various kinds of Vegetables Seeds & Planting material under different schemes of Department of Agriculture, Govt. of Bihar.

EOI Schedule/Programme:

S.No.	Activity	Date/Time: Duration
1	Online Sale/Download date of EOI documents	From 22.08.2025 to 02.09.2025 till 01.00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
2	Date of Pre-bid meeting	26.08.2025 at 3:00 PM
3	Date/time for submission/ uploading of EOI	Up to 02.09.2025 till 3.00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
4	Date & time for opening of Technical Bid	02.09.2025 at 4:00 PM on e-Procurement Portal: (https://eproc2.bihar.gov.in)
5	Contact person/Nodal Officer for queries	Name –Sri Radha Raman, Chief of Marketing, BRBN Mob. 9031643015
6	Finalization of EOI& empanelment	Within 07 days after completion of Technical Bid on e-Procurement Portal: (https://eproc2.bihar.gov.in)

For more details& application process, please visit the website:-

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

Chief of Seed Marketing
Bihar Rajya Beej Nigam Ltd



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Bihar Rajya Beej Nigam Limited invites applications from original Producers or their duly Authorized Agents for Registration /Empanelment of Seed Producer for supply of various kinds of Vegetables Seeds (Foundation /Certified / Hybrid / Truthful) & Planting material under different schemes of Department of Agriculture, Govt. of Bihar.

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INSTRUCTION TO APPLICANTS:

1. Application fee (non –refundable) of Rs 20500.00 (Twenty thousand five hundred only) and applicable bid processing fee amount to be paid through e-Procurement Portal (<https://eproc2.bihar.gov.in>)

2. **Bank details for Application fee:**

Bihar Rajya Beej Nigam Limited
Punjab National Bank,
Budha Colony Branch, Patna-800001
A/C No-2920000108138361
IFSC-PUNB0292000

3. Applications along with necessary online payments and Bid Processing Fee must be submitted through **e-Procurement Portal (<https://eproc2.bihar.gov.in>)** before the date and time specified in the EOI. BRBN doesn't take any responsibility for the delay/ Non Submission of EOI/Non Reconciliation of online payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason.”
4. The Applicants shall submit their eligibility and qualification details and certificates as mentioned in Selection Criteria etc. in the online standard formats given in **e-Procurement Portal (<https://eproc2.bihar.gov.in>)** at the respective stage only.
5. The Applicants shall upload the legible 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://eproc2.bihar.gov.in>)**
6. The Applicant shall duly sign on all the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Applicant shall attach all the required documents for the specific EOI after uploading the same during the bid submission as per the EOI notice and bid document.
7. The Applicants should ensure that all the required documents as mentioned in the EOI document are submitted/uploaded along with the bid and in the prescribed format only. This will be Applicant'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 will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded/readable.
8. **Corrigendum/Addendum**, if any, will be published on the **e-Procurement Portal(<https://eproc2.bihar.gov.in>)** and departmental website www.brbn.bih.nic.in or <http://www.krishi.bih.nic.in> itself.

Chief of Seed Marketing
Bihar RajyaBeej Nigam Limited

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EXPRESSION OF INTEREST FOR REGISTRATION OF SEED PRODUCER OF VEGETABLE SEEDS & PLANTING MATERIAL

1 About Bihar Rajya Beej Nigam Limited:

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

2 Definitions:

- 2.1** BRBN means unless excluded by and repugnant to context or the meaning thereof, shall mean “Bihar Rajya Beej Nigam Limited.” which has invited bids under this Expression of Interest and shall be deemed to include its successors and permitted assigns.
- 2.2** Corporation means Bihar Rajya Beej Nigam Limited.
- 2.3** RPS means unless excluded by and repugnant to context or the meaning thereof, shall mean Registered Producer Supplier
- 2.4** ‘EOI’ means this Expression of Interest for Registration/Empanelment of Seed Producer of Vegetables seeds & Planting material
- 2.5** The Entity, Firms, Institutions and Companies submitting the proposal in response to this EOI shall herein after be referred as “RPS”

3 About EOI:

- 3.1** In order to augment the marketing quantity, BRBN requires registered producer suppliers for undertaking supply of Vegetables seeds & Planting material “As per Requirement Basis”.

4 Objective:

- 4.1** BRBN is looking for Producer RPSs having capability of Supply of Certified or Truthfully / Hybrid Labeled Seeds of Vegetables seeds & Planting material on “**As per Requirement Basis**” and invites applications from reputed Seed Producer to submit their Expression of Interest (EOI) to register and empanelled as Registered producer Supplier dealing in above mentioned seeds. **The preferred seed to be supplied are Brinjal, Carrot, Chukandar, Onion, Green Pea, Pumpkin, Nenua Bitter Gourd, Ladyfinger, Watermelon, Kharbuj, Tomato, Chilli, Garlic, Cauliflower, Cabbage, Dhaniya, Methi, Sauff, Azwain etc.** However, these crop names are only indicative and may vary based on the actual requirement at the discretion of BRBN. The requirement will be for the varieties which are predominantly under sales in Bihar.
- 4.2** Producer RPSs satisfying Eligibility criteria as per the EOI and having experience in supply of Crop seeds may respond.

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5 REGISTRATION /EMPANELMENT PROCEDURE:

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

- 5.1 Applicants satisfying eligibility criteria will be short listed & empanelled after due scrutiny of documents.
- 5.2 BRBN reserves the right to accept or reject any or all EOI received in response to this advertisement without assigning any reason, whatsoever.

5.3 SELECTION CRITERIA FOR REGISTRATION /EMPANELMENT OF RPS:

- 5.3.1 Application fee and EOI processing fee to be deposited online through e-procurement portal (<https://eproc2.bihar.gov.in>) (Supporting document to be uploaded)
- 5.3.2 **Eligible entities:** The Applicant should be Sole Proprietorship firm OR Partnership firm registered with the Registrar of Firms (RoF), OR Company registered under companies act OR State level Co-operative/Multi-State level Co-operative registered under the respective State Co- operatives Act and Central Co-operative Act respectively.(**Copy of Sole Proprietorship/ Partnership deed / Memorandum &Articles of Association/ Copy of By-laws and registration certificate to be uploaded.**)
- 5.3.3 The Applicant should have valid seed license issued by competent authority for whole of Bihar and should remain valid throughout the empanelled period.
- 5.3.4 The Applicant should possess valid (a) Seed Producer Registration Certificate and (b) Own /lease Seed Processing Plant Registration certificate issued by respective State Seed Certification Agency and both the certificates should remain valid throughout the empanelled period.
- 5.3.5 Applicant should have valid registration certificate for PAN and GST and to be uploaded.
- 5.3.6 The Applicant should have experience in dealing with supply of Vegetable crop seeds to Government agencies and have successfully executed work orders aggregating Rs.25.00 lakhs (Twenty-five lakhs) in the last 03 years for the **period 2022-23, 2023-24 & 2024-25** (**Copy of work order issued & supply certificate issued by concerned govt agencies to be uploaded**)
- 5.3.7 Average annual turnover of the Applicant from supply of Vegetable seeds & Planting material during the last 03 years for the period **2021-22, 2022-23 & 2023-24** should not be less than **Rs 5.00 crores (Five crores)** (**CA certificate and copy of Audited Balance Sheet of the company to be uploaded as supporting document.**)
- 5.3.8 Copies of Income tax return filed for the **FY 2021-22, 2022-23 & 2023-24 to be uploaded.**
- 5.3.9 **Certification for Non-Blacklisted:** The applicant or the eligible entity should not have been debarred / blacklisted by any Government (Central & State govt) since **financial year 2022-23**and remain non blacklisted throughout the empanelled period. (**Notarial Affidavit to be submitted as ANNEXURE-B**)

- 5.3.10** Notarial affidavit regarding unconditional acceptance of all terms and condition of EOI and the genuineness and correctness of statement and document submitted by Applicant **to be uploaded as ANNEXURE-C**
- 5.3.11** Board resolution or Authorization letter in favour of Signatory attested by competent authority of the institution authorizing Signatory to represent and sign on behalf of the entity to be uploaded.
- 5.3.12** Valid Characters certificate in case of Sole proprietorship firm& Partnership firm to be uploaded.

Note: Applicants will be required to produce the original certificates & Licenses for verification check at the time of evaluation of technical bid on demand. In case of any discrepancy found, the concerned EOI application will be rejected.

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6 SECURITY DEPOSIT:

- 6.1 Successful RPS will have to submit Security deposit of **Rs 10.00 lakhs (Ten lakhs)** in form of Bank draft / NEFT / RTGS in the name of **Managing Director, BRBN** which will remain credit in the account of BRBN till the empanelment period.
- 6.2 No interest will be paid on the Security deposit and same will be returned to RPS after three (3) months of completion of empanelment period.

7 TERMS & CONDITION OF REGISTRATION OF RPS & POST EMPANELMENT PROCESS:

- 7.1 Registration would be for supply of Vegetable Seeds& Planting material of different varieties as per requirement from time to time.
- 7.2 Registration would be for a period of **03 (three) year** effective from the date of finalization of registration & issue of office order which may be extended for further one year as per the need and requirement and the discretion of the Managing Director, BRBN
- 7.3 RPS would be invited to quote Financial bids for the Crop/Varieties which are neither in production chain of BRBN nor available with BRBN in sufficient quantity.
- 7.4 Financial bids quoted by RPS will be scrutinized by the BRBN purchase committee. In case of procurement of certified seed, Production area and quantity registered with concerned state seed certification agency will be verified to ensure procurement within technical limit.
- 7.5 Seeds will be procured by BRBN at the lowest price offered by RPS. Lowest rate bidder shall be awarded the bid for supply of seeds. Whenever for reasons for Marketability the Committee is of the opinion to negotiate the rate downwards it shall call upon L-1 party and complete negotiation.
- 7.6 The RPS should be well aware and should comply with requirements under The Seeds Act,1966;The Seed Rules,1968;The Essential Commodities Act,1955;The seeds (Control) Order 1983;The Standards of weight and Measures Act 1976 and all the other statutory compliances. The RPS shall also comply with Legal requirements prescribed by concerned State for supply of seeds. The RPS shall necessarily comply with Company Anti-Bribery Policy in operation and not involve itself or seek to involve others either directly or indirectly in any graft whatsoever. If observed or found to have indulged in any such practice BRBN shall blacklist such RPS and file criminal complaint against the RPS under appropriate Indian Law. In case of expiry of any of the Statutory licenses required to carry out the Seed business, within the period of Registration& Empanelment, it is the sole responsibility of the RPS to get it renewed and submit the same to BRBN. Any loss occurred or incurred by BRBN due to non renewal of Statutory Licenses shall be borne by RPS.
- 7.7 The Seed supply/Seed distribution in the state is completely through BRBN Software. The seeds which will be dispatched by RPS to different Distributors / Dealers has to be uploaded in BRBN Software in prescribed format using their login ID and password. The same quantity will be transferred to Dealer's Dashboard and after approving the quantity by dealer, the RPS is entitled to receive payment by BRBN.

- 7.8 Supply of Truthfully Labelled Seeds:** The supply being accepted from RPS for Truthful Labelled Seeds, seed lot samples shall be subjected to Quality Control Monitoring in BRBN's approved laboratories to ensure that the seeds meet the Indian Minimum Seed Certification Standards-2013 and only such quantity shall be allowed for dispatch/acceptance which passes the testing of Seeds in accordance. However, Form I and Form II from State Seed Certification Agency shall be taken from the RPS and the RPS has also to submit the source of foundation seed for production of Truthful seeds. In case of any complaint relating to quality of seed physical as well as genetic in nature, the RPS shall be solely responsible for same and shall bear any and all financial liability arising of it without BRBN having to face financial loss.
- 7.9 Supply of Certified Seeds:** In case of certified seed supply, the dispatches/acceptance shall be on the basis of concerned State Seed Certification Agency Release Order. All the documentation required for production and certification should be maintained by the RPS. In case of any complaint whatsoever at the field level, the RPS shall be solely responsible for same and shall bear any and all financial liability arising of it without BRBN having to face financial loss and the RPS will not be entitled to equivalent payment from BRBN.
- 7.10** The L-1 rate offered by RPS will be on F.O.R (Freight on Road). The L-1 rate offered by RPS will include 8% Dealer Commission and 3% Handling Charge. The RPS will be paid only 89% of rate quoted or rate approved by purchase committee.
- 7.11** The bid of the Lowest acceptable responsive bidder for each crop will be accepted. However, if the Price offered by that RPS is not acceptable by the committee, negotiation may be held only with that RPS for fetching lowest possible rate.
- 7.12** It is mandatory for L-1 Party to supply seeds to each Distributor/Dealer according to the supply order which will be given by BRBN.
- 7.13** If it is found that the quantity to be procured/purchased is more than what L-1 is capable of supplying, then the balance quantity will be distributed among next higher bidders (L-2, L-3) at the accepted rate of lowest bidder i.e. L-1 to fulfil the requirement.
- 7.14** Conditional offer shall not be accepted by BRBN and the tenderer shall not impose any term/condition
- 7.15** The RPS has to supply only that variety of seeds which is notified for State and that has been endorsed into the seed license of the Company. But it may be relaxed in case when the BRBN has to fulfill the required target and the variety is not available in sufficient quantity .In this case the variety should be notified for Bihar and the RPS has to apply for variety endorsement to agriculture department Bihar. If at any time it is found that information provided for seed supply is false or if irregularities shown by RPS, the BRBN reserves the right to remove such RPS from the empanelled list without giving any notice to the RPS in advance.
- 7.16** The RPS has to strictly follow the packing instructions as well as other instructions which will be given by BRBN. Breaching the instruction will results in financial penalty.
- 7.17** The payment shall be released to RPS on submission of Dealer wise Seed voucher along with scheme wise dealer wise district wise dispatch Report dully signed by the authorized person from RPS. The same dispatch quantity shall be uploaded in BRBN Software.

- 7.18** If required, the RPS should furnish the details of seed production of the quoted crop/variety and also facilitate the random checking of the same by BRBN.

8 PERIOD OF COMPLETION OF SUPPLY ORDER ISSUED TO RPS:

- 8.1** Supply will have to be completed by RPS within the time schedule as fixed in the work order issued to the RPS. Non supply of seeds as per the work order would amount to breach of contract and thus would lead to cancellation of work order and the contract entered into with the RPS and the purchaser shall have the right to complete the supply from other L-2/L-3 party.
- 8.2** The RPS will have to supply entire ordered quantity of seeds within the period as mentioned above. However, extension in delivery period/period of completion of supply may be granted by MD, BRBN for a period as may be deemed fit.
- 8.3** If extension in delivery period/period of completion of supply is granted on administrative ground by BRBN, no penalty will be imposed. However, if extension in delivery period/period of completion of supply has to be granted due to failure on part of RPS, the penalty @ 1/2 % per week of the cost of quantities supplied in the extended period may be imposed as per the discretion of the Managing Director.

9 SPECIFICATIONS OF SEEDS AND THEIR TESTING AFTER SUPPLY BY RPS:

- 9.1** The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standard, 1988 as amended up to date and shall possess good physical appearance and lustre.
- 9.2** The RPS shall make available a copy of the source of seed used in seed chain to produce the Certified seeds / Hybrid seed supplied to BRBN.
- 9.3** 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" for germination test/seed analysis. Minimum one sample should be taken from each lot of seeds supplied in a district.
- 9.4** No any objection will be raised by the RPS for the collection of sample 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 RPS for which they will raise the bills to BRBN quoting as "*Used for Sample purpose*"
- 9.5** BRBN shall have the right to inspect the operation of packing of seeds at the source of the RPS from time to time.

10 PAYMENT TERMS:

- 10.1** The payment claims will be made by RPS after supply of seeds.
- 10.2** 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 respective District Agriculture Officer (DAO)
- 10.3** The rate offered by RPS will be on F.O.R (Freight on Road). The L-1 rate offered by RPS will include 8% Dealer Commission and 3% handling Charge of BRBN. The RPS will be paid only 89% of rate quoted in the EOI.
- 10.4** Deduction of Dealers commission @8% and handling charges @ 3% and other statutory deductions will be made from each bill amount when ever payment is made to RPS.
- 10.5** The first 50% payment will be made to the RPS by BRBN after the total accepted quantity is uploaded on BRBN software and is approved by the concerned Dealer& District Agriculture Officer (DAO).
- 10.6** Balance Payment will be made after the satisfactory germination test report/seed analysis report as per prescribed standard is received and the challan /GR (Goods Receipt) dully signed by Agriculture Co-ordinator /Block Agriculture Officer/District Agriculture Officer (DAO) and concerned Dealer which has to be uploaded in BRBN software, after that the final payment will be paid to RPS.
- 10.7** BRBN will make final balance 50% payment to the RPS only upon submission of the Source of Seed and other requisite documents in case of Certified / Hybrid /TL seeds for the quantities supplied to BRBN. Germination/ Seed analysis report from respective Seed Testing Laboratories (STL) and uploaded on BRBN portal is to be considered before releasing final payment to the RPS. If the seed germination report from districts is not received to BRBN from 03 months from date of supply, the germination of seeds will be presumed to be correct and the payment will be done to RPS.
- 10.8** 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 RPS. In such case, it will be the responsibility of the RPS to take back the seeds at his own cost. However, if the seeds are not returned to the RPS 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 RPS 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.
- 10.9** Above mentioned payment procedure may be changed, under special circumstances.
- 10.10** The RPS 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 on behalf of RPS.

11 TERMINATION OF EMPANELMENT OF REGISTERED PRODUCER SUPPLIER AND FORFEITURE OF SECURITY DEPOSIT

- 11.1** After completion of empanelment period, the contract gets terminated if not extended as per **Clause 7.2**. On expiry, the agreement entered into with RPS stand cancelled but without prejudice to the rights of either parties against the others respect of any matter in existence prior to such expiry period. BRBN, however, reserves the right to terminate immediately the agreement and cancel the registration of RPS at any time without giving any notice as above in the event of contravention of any of the terms and conditions and /or submitting any false information.
- 11.2** The empanelment can be terminated at any time due to non-performance of any of the terms and conditions of the agreement or cancellation of seed licence or blacklisting of the entity by any Govt. agency during the period of supply and Security Deposit of RPS will be forfeited.
- 11.3** If the service provided by the RPS is found to be unsatisfactory or if at any time it is found that the information provided for Registration or for any financial bid is false, the BRBN reserves the right to remove such RPS from the empanelled list without giving any notice to the RPS in advance and to forfeit the Security deposit and to recover all damages sustained on account of termination of the contract and the empanelment.
- 11.4** In the event of termination of the contract for any reason, the RPS shall settle all the accounts of recoverable statement sent by BRBN, within seven days of receipt of the statement.
- 11.5** RPS will have no right to challenge cancellation of agreement made by the BRBN at its own without assigning any reason, RPS has to stand abide to the agreed terms and conditions.
- 11.6** The Registration of party will be terminated if there are repeated complaints regarding quality of supplied seeds and Security Deposit of RPS will be forfeited as per the discretion of the Managing Director, BRBN.

12 OTHER TERMS AND CONDITIONS OF SUPPLY:

- 12.1** In case of the short supply of quantity after issue of supply order/award of contract, BRBN reserves the right to take the supply from next higher Applicants at accepted rate of lowest Applicant. In such cases, penalty @ 5% may be imposed for the short supply amount.
- 12.2** RPS will have to supply the seeds as per the packaging specification as directed by the BRBN.
- 12.3** The successful EOI 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 empanelment order along with the required amount of Security Deposit. All the pages of EOI document and supply order will also be part of contract agreement and annexed with the agreement form duly signed.

- 12.4** BRBN shall not be responsible for fluctuation in the rate of the ordered seed. The RPS shall be required to supply the seed at agreed rate only.
- 12.5** BRBN will not be responsible for losses incurred to the RPS due to change in Govt. Decision, natural calamities, which are beyond the control of BRBN.
- 12.6** 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 RPS shall be responsible for the legal consequences of Weights and Measures, Department of Agriculture, Bihar.

13 FORCE MAJEURE CLAUSE: If supplies are delayed due to cause beyond the reasonable control of the RPS 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 BRBN shall not be liable for any loss caused to the RPS on account of Force Majeure and reserve the right to cancel the contract without any obligation to compensate the RPS in any manner for whatsoever reason.

14. BUSINESS ETHICS:

- 14.1** RPS must follow the standard business practices while doing the business under this contract. In case, he or his representative has been found involved in such malpractices, bribery, commission, gift or any other activity which is against the interest of BRBN the registration will be terminated with immediate effect and BRBN retains right to black-list the said RPS.
- 14.2** If the information given by the RPS in the EOI Document and its Annexure is found to be false/incorrect 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.

15 SETTLEMENT OF DISPUTES AND JURISDICTION OF COURT:

- 15.1** Any difference or dispute out of or in connection with this quotation or acceptance thereof, on the contract entered or consequence thereof, shall be mutually decided by arbitration. The sole arbitrator shall be duly appointed with the mutual consent of both the contracting party and the sole arbitrator's decision shall be final and binding on both the parties.
- 15.2** 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.
- 15.3** 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.

- 16 Indemnity Clause:** The RPS shall at all times indemnify the corporation against all claims which may be made in respect of the said item for infringement of any right protected by patent, registration of design or trademark provided always that in event of any claim in respect of an alleged breach of a patent registered design or trademark being made against the corporation, the corporation shall notify to the RPS of the same and the RPS shall be bound, but at his own expenses, to conduct negotiation for settlement, prosecute any litigation that may arise there from. In the event of the corporation becoming liable to any amount on any aforesaid account, the RPS shall make good the amount so payable and the expenses incurred on that behalf.

TO BE SUBMITTED ON LETTER HEAD

FORMAT OF APPLICATION FORM FOR EMPANELMENT OF RPS

To
The Managing Director
Bihar Rajya Beej Nigam limited
3rd Floor, Krishi Bhawan, Mithapur
Patna-800001 (BIHAR)

SUB: EMPANELMENT OF SEED PRODUCER FOR SUPPLY OF VEGETABLES SEEDS
AND PLANTING MATERIAL

Sir,

With reference to your Notice for Expression of Interest No.....for
Empanelment of seed producer for supply of vegetables seeds and planting material under different
schemes of Department of Agriculture, Govt. of Bihar, we wish to apply and submit our credentials
in the attached Proforma as per **ANNEXURE-A**

Encl: Proforma attached

Sd/-
Authorized Signatory

Name & Designation:

Date:

Place:

PROFORMA FOR APPLICATION:**ANNEXURE-A**

S.No.	LIST OF DOCUMENTS	Ref. page no. to be mentioned strictly
1	Proof of deposit of EOI application fee of Rs20,500/- in the account of BRBN on e-proc portal	
2.	Copy of Sole Proprietorship/Partnership Deed/MoA& AOA /copy of by laws of Co-operative society etc.	
3.	Valid copy of State Level Seed License for whole of Bihar issued by Director of Agriculture, Patna Bihar and should remain valid till the completion of empanelment period.	
4.	(i) Copy of Seed Producer Registration Certificate & (ii) Own / lease Seed Processing Plant Registration Certificate, issued by respective State Seed Certification Agency and both the certificates should remain valid till the completion of empanelment period.	
5.	Certificate of registration of the entity in respect of GST&PAN No.	
6.	Copy of work orders issued by Government / Govt Agency with respect to supply of Vegetable seeds & Planting material aggregating Rs.25.00 lakhs (Twenty-five lakhs) during the last 03 year period i.e., 2022-23, 2023-24& 2024-25.	
7.	CA certificate & copy of Audited Balance sheet of the company showing average annual turnover of the entity from sale of Vegetable seeds & Planting material should not be less Rs 5.00 crores (Five crores) in the last 03 FYs 2021-22, 2022-23 & 2023-24. <u>FY Turnover from seed (in crores)</u> 2021-22 : 2022-23 : 2023-24 : Total:	
8.	Copies of income tax returns filed for last 03 FY 2021-22, 2022-23& 2023-24	
9.	Certificate for Non- Blacklisted by any organization since FY 2022-23 and till the date of completion of EOI. Notarial affidavit on Rs 100 stamp paper to be uploaded. As per Annexure-B	
10.	Certificate for unconditional acceptance of all terms & condition of the EOI on Rs 100 stamp paper attested by Notary to be uploaded. as per Annexure-C	
11.	Copy of Board resolution or Authorization letter in favour of Signatory attested by competent authority verifying the authorization to be uploaded	
12.	Valid character certificate in case of sole proprietorship firm & partnership firm issued by competent authority (SP/ DM office)	

ANNEXURE-B

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

To

Managing Director
Bihar Rajya Bee j Nigam Ltd.
3rd Floor Krishi Bhawan
Mithapur, Patna -800001

Sub: Certificate for non blacklisted/debarred by any Government or its agency

I _____ (Name & designation of Authorized person of RPS entity) hereby declare that I/ my firm or any of its partners / Company have not been debarred / blacklisted by any Government (Central & State govt) organization **since financial year 2022-23 and would maintain the status quo till the date of completion of empanelment period.**

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

I/We also understand that if I/we get blacklisted or debarred by any Govt agencies during the tenure of contract than it will lead to termination of the contract along with any other penal consequences including forfeiture of Security deposit as may deem fit by BRBN.

Name:

Designation:

Name of the organization:

Full address

Date:

Place:

ANNEXURE –C

Affidavit for unconditional acceptance of all terms & conditions of EOI [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 EOI [including its constituents], on behalf of M/s. _____ [hereinafter called the Applicant] for the purpose of the EOI for empanelment of Seed Producer for supply of various kinds of Vegetables Seeds & Planting material in Bihar Rajya Beej Nigam Ltd, do hereby solemnly affirm and state on behalf of the EOIER including its constituents as under:

1. I/ We have read and understood the Terms & Conditions as contained in this **EOI Notice No.....** and convey my unconditional acceptance of the terms & conditions of this EOI documents and I have submitted the bid in accordance with the above conditions and instructions of this EOI 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 EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by me/us.
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 as well as legal action against me.

DEPONENT

SEAL AND SIGNATURE OF THE EOIER

VERIFICATION

I/We above named EOI 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 EOI 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 EOIER

Place:

Date:

ANNEXURE-D

FORMAT OF AGREEMENT

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

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 Krishi Bhawan, 3rd Floor, Mithapur, 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 “RPS” 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 in order to augment the marketing quantity BRBN requires “Registered Producer Suppliers “for undertaking Supply of Vegetables seeds & Planting material “As per requirement Basis “invited Expression of Interest (EOI) Notice no. Marketing -04/2025-26 for registration / empanelment of seed producer for supply of vegetables seeds and planting material under different schemes of Department of agriculture, Govt. of Bihar.

WHEREAS the RPS submitting their application no/dated came out to be the successful Applicant, the Corporation placed purchase order no/dated.....with RPS for the supplies of seeds as per specifications quantities and No. mentioned in purchase order no. dated..... which shall form part of this agreement. Any amendment made in the purchase order, if any, shall also form part of this agreement.

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

For and on behalf of the RPS

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

Witness

1

2.

Witness

1.

2.