



# बिहार राज्य बीज निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

IS/ISO 9001:2015; IS/ISO 14001:2015; IS/ISO 37001:2016 प्रमाणित कंपनी

तृतीय तल, कृषि भवन, मीठापुर, पटना - 800001 (बिहार)

दूरभाष: 0612 2547066, वेबसाइट: brbn.bihar.gov.in ई-मेल: brbn.bih.mali@gmail.com

CIN : U01111BR1977SGC 001294

पत्रांक - बी0एन0/अभि0/Fumigation Cover/12/2024-25-1156 पटना, दिनांक 22/5/25

सेवा में,

निदेशक,

सूचना एवं जन सम्पर्क विभाग,

बिहार, पटना।

विषय:-

विज्ञापन प्रकाशन के संबंध में।

महाशय,

उपरोक्त विषय के संबंध में निदेशानुसार कहना है कि बीजों के सुरक्षित भंडारण हेतु Fumigation Cover क्रय से सम्बंधित अल्पकालीन निविदा सूचना संख्या-प्रोसे0-02/2025-26 आमंत्रित करने हेतु आमंत्रण की सूचना से संबंधित विज्ञापन प्रारूप की प्रति पत्र के साथ संलग्न कर भेजी जा रही है।

अतः अनुरोध है कि उक्त सूचना का प्रकाशन राज्य स्तरीय हिन्दी समाचार पत्र एवं राष्ट्रीय स्तर के एक प्रमुख अंग्रेजी समाचार पत्रों में एक बार न्यूनतम कॉलम सेंटीमीटर में कराने की कृपा की जाय।

अनु0:- यथोक्त।

विश्वासभाजन

(मुकेश कुमार अग्रवाल)

निदेशक प्रशासन-सह-विशेष कार्य पदाधिकारी  
पटना, दिनांक 22/5/25

ज्ञापक-1156

प्रतिलिपि-

1. श्री राकेश कुमार, सॉफ्टवेयर प्रदाता, RK VIT Solution Pvt. Ltd. को सूचनार्थ एवं आवश्यक कारवाई हेतु प्रेषित।
2. अभिसंस्करण प्रमुख, बिहार राज्य बीज निगम लि0, पटना को सूचनार्थ प्रेषित।
3. प्रबंध निदेशक, बिहार राज्य बीज निगम लि0, पटना को सादर सूचनार्थ प्रेषित।

निदेशक प्रशासन-सह-विशेष कार्य पदाधिकारी

**SHORT NOTICE QUOTATION NOTICE NO. : PROCESSING-02/2025-26**

**(COMPETITIVE BIDDING NO. 02/2025-26)**  
**QUOTATION DOCUMENT FOR SUPPLY OF FUMIGATION**  
**COVER (100 % Waterproof)**

**Quotation Schedule/Programme:**

S.No.	Activity	Date/Time: Duration
1	Online Sale/Download date of Tender documents	From 24.05.2025 to 30.05.2025 till 01.00 PM. on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
2	Date/time for submission/ uploading of offer/Bid	Up to 30.05.2025 till 3.00 PM. on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
3	Date of Pre-bid meeting	28.05.2025 at 3:00 PM. (Tenderers may present in meeting for any queries/discussion.)
4	Date & time for opening of Technical Bid	30.05.2025 at 4:00 PM.) on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
5	Financial Bid opening date & time	Within 07 days after completion of Technical Bid on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
6	Validity Period	120 days

*(It Consist of page 1 to 30 including cover page no.- 1)*

**BIHAR RAJYA BEEJ NIGAM LTD.**

3<sup>rd</sup> Floor, Krishi Bhawan, Mithapur, Patna-800001(BIHAR)  
 Tel./Fax: 0612 2547066, web site-brbn.bihar.gov.in email- brbn.bih.mail@gmail.com

# Bihar Rajya Beej Nigam Ltd.

3rd Floor, Krishi Bhawan, Mithapur,  
Patna-800001(BIHAR)

	<b><u>INDEX</u></b>	<b><u>Page No.</u></b>
	<b><u>PART-A</u></b>	
1	Tender Document cover page	1
2	Index	2
3	Quotation Notice No. Processing- 02/2025-26	3-5
4	Technical Bid Cover page	6
2	Guidelines for Bidders for filling Quotation Forms in two Bid System	7
3	Qualifying Criteria/Items for Technical Bid	8
4	Check list of enclosures for Technical Bid	9
5	Special instructions for the guidance of price bid	10
6	Terms & Condition of quotation	11-17
7	Format of Agreement Annexure-I	18
8	Format for Bank Guarantee to be executed by L-1 after acceptance of rates Annexure-II	19
	Specifications of Fumigation cover as Annexure-III	20
9	Format For Certificate For Non Blacklisted/Debarred By Any Government Annexure -IV	21
10	Format for Acceptance of all term & Condition, Annexure -V	22
11	Price Charged Format Annexure -VI	23
12	Notarial affidavit must be uploaded as per Annexure-VII	24
13	Pre Contract Integrity Pact Annexure-VIII	25-27
14		
15	Technical Bid	28
16	Financial Bid	29
17	Despatch Destination	30





# 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

3<sup>rd</sup> Floor, Krishi Bhawan, Mithapur, Patna-800001 (BIHAR)

Telephone: 0612 2547066 website: [brbn.bihar.gov.in](http://brbn.bihar.gov.in) e-mail: [brbn.bh.mail@gmail.com](mailto:brbn.bh.mail@gmail.com)

CIN : U01111BR1977SGC 001294

## **SHORT NOTICE INVITING QUOTATION NO- Processing- 02/2025-26**

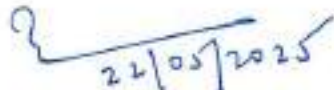
Through e-Procurement mode only over <https://eproc2.bihar.gov.in/EPKV2Web/>

Bihar Rajya Beej Nigam Ltd. invites tender under two bid systems from reputed Manufacturers for supply of Fumigation Cover (100% waterproof). The quantity of Fumigation Cover is approx. 200 pieces.

1. Date of Downloading of Tender Document- **From 24.05.2025 to 30.05.2025 till 1:00 PM.**
2. Date of Submission/Uploading of Tender- **Up to 30.05.2025 till 3.00 PM.**
3. Date of Pre-bid meeting **28.05.2025 at 3.00 PM.** Address Bihar Rajya Beej Nigam Ltd. 3rd Floor, Krishi Bhawan, Mithapur, Patna-800001  
(Tenderers may present in meeting for any queries/discussion.)
4. Date & time for opening of Technical Bid **30.05.2025 at 4:00 PM.**
5. Financial Bid opening date & time  
**Within 07 days after completion of Technical Bid on e-Procurement Portal: (<https://eproc2.bihar.gov.in>)**
6. Validity Period-120 days
7. **Bank Details for EMD and Security Deposit**  
Punjab National Bank,  
Budha Colony Branch, Patna-800001  
A/C No-2920000108138361  
IFSC-PUNB0292000

For details, please visit the website:-

8. [brbn.bihar.gov.in](http://brbn.bihar.gov.in)
9. <https://state.bihar.gov.in/main/CitizenHome.html>
10. <https://eproc2.bihar.gov.in>

  
 22/05/2025  
 Chief of Processing  
 Bihar Rajya Beej Nigam Ltd



# 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, Meethapur, Patna-800001 (BIHAR)

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

CIN : U01111BR1977SGC 001294

## **SHORT NOTICE INVITING QUOTATION No. Processing- 02/2025-26**

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

Bihar Rajya Beej Nigam Limited invites tender under two bid systems from reputed Manufacturers/ Suppliers/Authorized Agents for supply of Fumigation Cover through E-Tendering System.

S.No.	Name of work	Size of Fumigation Cover	Approx. Qty. in Nos.	Weight in kg (4 % Tolerance may consider )	Cost of tender document (in Rs.)	Quotation processing fee (Non Refundable) (Inclusive of GST @18.00%)	Earnest Money Deposit (in Rs.)
1	2	3	4	5	6	7	8
1	200 GSM ISI Mark Fumigation Cover	32x21x17 Feet	200	50	1,000.00	Rs. 1180/- or as per Eproc-2 Guideline	1,00,000.00 (One lakh)

**\* Printing will be according to design decided by BRBN which is attached with this tender document.**

### **Note-**

1. The above said quantity may be increased or decreased as per requirement. The complete details of size wise number of bag will be given in work order of successful bidder.
2. All the fee viz. Cost of Tender Documents, Quotation Processing fee & EMD will be paid online through e-Procurement Portal (<https://eproc2.bihar.gov.in>)

✓ 2 A



**QUOTATION SCHEDULE/PROGRAMME**

S.No.	Activity	Date/Time: Duration
1	Online Sale/Download date of Tender documents	From 24.05.2025 to 30.05.2025 till 01.00 PM. on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
2	Date/time for submission/ uploading of offer/Bid	Up to 30.05.2025 till 3:00 PM. on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
3	Date of Pre-bid meeting	28.05.2025 at 3:00 PM. (Tenderers may present in meeting for any queries/discussion.)
4	Date & time for opening of Technical Bid	30.05.2025 at 4:00 PM.) on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
5	Financial Bid opening date & time	Within 07 days after completion of Technical Bid on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
6	Validity Period	120 days

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 Fee/Cost has to be paid online. Through eproc-2 Portal
9. Tender Processing Fee (TPF) amount to be paid through e-Procurement Portal (<https://eproc2.bihar.gov.in>)
10. EMD can be paid online through RTGS/NEFT to the account number as below  
Punjab National Bank,  
Budha Colony Branch, Patna-800001  
A/C No-2920000108138361  
IFSC-PUNB0292000
11. Bids along with necessary online payments (Tender Processing Fee) must be submitted through **e-Procurement Portal (<https://eproc2.bihar.gov.in>)** before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay/ Non Submission of Tender/Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
12. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in Technical Qualifying Criteria etc. (Excel Sheet) in the online standard formats given in **e-Procurement Portal (<https://eproc2.bihar.gov.in>)** at the respective stage only.
13. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the **e-Procurement Portal (<https://eproc2.bihar.gov.in>)**
14. The bidder shall 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.
15. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents on the **e-Procurement Portal (<https://eproc2.bihar.gov.in>)**. 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 will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded/readable.
16. **Corrigendum/Addendum**, if any, will be published on the **e-Procurement Portal (<https://eproc2.bihar.gov.in>)** and departmental website [www.brhn.bih.nic.in](http://www.brhn.bih.nic.in) or <http://www.krishi.bih.nic.in> itself.



  
 22/05/2025  
 Chief of Processing  
 Bihar Rajya Beej Nigam

# SHORT NOTICE TENDER DOCUMENT FOR PART "A" TECHNICAL BID



*[Handwritten signatures]*



# Bihar Rajya Beej Nigam Ltd.

3<sup>rd</sup> Floor, Krishi Bhawan, Mithapur,  
Patna-800001(BIHAR)

## **GUIDELINES FOR BIDDERS FOR FILLING QUOTATION FORMS UNDER TWO BID SYSTEM. PART "A" (TECHNICAL) & PART "B" (PRICE BID).**

1. Bihar Rajya Beej Nigam Ltd. (here in after called the **purchaser**) invites quotation for the purchase of Fumigation Cover with 1500 MT capacity as mentioned in the Quotation Notice for Cover of different seeds of cereals, oilseeds, Pulses. etc.

**\* Quantity may be increased or decreased according to requirements.**

### **Quotation Schedule/Programme:**

S.No.	Activity	Date/Time: Duration
1	Online Sale/Download date of Tender documents	From 24.05.2025 to 30.05.2025 till 01.00 PM. on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
2	Date/time for submission/ uploading of offer/Bid	Up to 30.05.2025 till 3.00 PM. on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
3	Date of Pre-bid meeting	28.05.2025 at 3:00 PM. (Tenderers may present in meeting for any queries/discussion.)
4	Date & time for opening of Technical Bid	30.05.2025 at 4:00 PM. on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
5	Financial Bid opening date & time	Within 07 days after completion of Technical Bid on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
6	Validity Period	120 days

2. The quotations participating in the tender must quote the rate for at least 100% of the quantity of each item notified in the NIT failing which the quoting organization/ person will be treated as disqualified in the techno commercial Bid and their price bid will not be opened
3. The specification of the fumigation cover may be seen at **Annexure A-III**
4. The terms & conditions of the purchase of Fumigation Cover may be seen at **Page- 11 to 17.**
5. The bidders are clearly advised to go through the specification of the Fumigation Cover & terms & conditions carefully before uploading the quotation forms. Bihar Rajya Beej Nigam Ltd. will not be responsible for any mistakes/error committed by the bidders in filling of the tenders.
6. **NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD AND FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.**
7. The bidders who are interested to quote the rates for Fumigation Cover 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.



# Bihar Rajya Beej Nigam Ltd.

3<sup>rd</sup> Floor, Krishi Bhawan, Meethapur,  
Patna-800001(BIHAR)

## Qualifying criteria/items for TECHNICAL BID

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

- 1) Earnest Money Deposit (EMD) and Tender Form fee Quotation notice will be deposited online through e-Procurement Portal (<https://eproc2.bihar.gov.in/BELTRON>) **(Supporting document to be uploaded)**
- 2) Income Tax return for the FY- 2021-22, 2022-23 & 2023-24 duly acknowledged by the Income Tax Deptt. **(To be uploaded)**
- 3) Copy of Sole Proprietorship/Partnership deed, articles of association/copy of Bye-laws **(To be uploaded)**
- 4) Registration number.
  - a. GST
  - b. PAN
  - c. Adhar
 } **(To be uploaded).**
- 5) Satisfactory performance certificate of the three calendar year i.e 2022, 2023 & 2024 for supply of Fumigation Cover to Central Govt./ PSUs/State Govt./Govt. allied Organisations/Private Ltd. Company successfully along with photocopies of supply order and completion of order certificates. **(To be uploaded)**
- 6) The average Annual turnover of the Firm duly authenticated by the Chartered Accountant should not be less than Rs. 50.00 Lakh (Fifty Lakh ) for Financial years 2021-22, 2022-23 & 2023-24
- 7) Audited Balance Sheet of the company for the year FY- 2021-22, 2022-23 & 2023-24 duly signed by the Chartered Accountants. **(To be uploaded).**
- 8) The tenderer shall have to submit two representative sample size (2' x 2') of the tendered item before closing of tender at BRBN, Patna. These sample shall be tested in laboratory before finalisation of technical bid and the outcome of the technical bid shall be decided accordingly. i.e. only the bidders whose representative sample are found standard as per IS specification mentioned in Annexure-III shall only qualify the technical bid. The representative sample submitted should be free from any type of permanent marking.
- 9) Whether the company has been **black listed** by any organization? **If yes** (1) After 2019, tender will not be acceptable. (2) Before 2019 tender may be accepted with valid details & documents. **If not, a notarial affidavit must be uploaded.**
- 10) The Quotation must specify that the special **terms & condition** of Fumigation Cover are fully accepted by the bidders unconditionally & without any reservation; otherwise, the quotation will be rejected He/She will be required to submit a certificate unconditional acceptance of all terms and condition of BRBN without any reservation. **(To be uploaded)**
- 11) A Certificate that Price charged for stores/Supplies under the contract shall under no circumstances **exceed the lowest price** at which the contractor sells the stores of identical description to any Govt. Department/Institution/ Public Enterprises/Undertaking during the period of contract. **(To be uploaded)**
- 12) Notarial affidavit of **Annexure-VII must be uploaded.**
- 13) The tenderer must submit valid BIS licence. **(Supporting document to be uploaded).**

# Bihar Rajya Beej Nigam Ltd.

3<sup>rd</sup> Floor, Krishi Bhawan, Meethapur,  
Patna-800001(BIHAR)

## Check list of enclosures for Technical Bid

For Fumigation Cover of size 32x21x17 Feet	
1	EMD as per Quotation notice of Rs. 1.00 Lakh
2	Income Tax Return for the FY- 2021-22, 2022-23 & 2023-24 duly acknowledged by IT Dept.
3	Sole Proprietorship/Partnership Deed/Articles of Association/copy of by laws.
4	Certificate of registration of the firm in respect of GST & PAN No.
5	Satisfactory performance certificate of the last three calendar year i.e 2022, 2023 & 2024 for supply of Fumigation Cover to Central Govt./CPSUs/State Govt./Govt. allied organisations/Private Ltd. Company successfully along with photocopies of supply order and completion of order certificates.
6	Audited Balance sheet of the company for the year 2021-22, 2022-23 & 2023-24 duly signed by Chartered Accountant And average turnover duly authenticated by Chartered Accountant should not be less than Rs. 50.00 Lakh (Fifty Lakh ) yearly for 3 financial years i.e Year 2021-22, 2022-23 & 2023-24.
7	Whether the company has been black listed by any organization within last 5 years i.e. After 2019, tender will not be acceptable, but before 5 years tender may be accepted with valid details & documents. If yes, the details thereof. If not, a notarial affidavit must be uploaded as <b>Annexure-IV</b>
8	A letter from the tenderer on their letterhead that be accepted & agreed all the terms & condition of the fumigation cover <b>unconditionally as Annexure-V</b>
9	A Certificate that price charged for stores/ Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department/ Institution/ /Public Enterprises/ Undertaking during the period of contract as <b>Annexure-VI</b>
10	Notarial affidavit must be <b>uploaded</b> as per <b>Annexure-VII</b> format.
11	The tenderer must submit valid BIS licence. <b>(Supporting document to be uploaded).</b>
12	02 Sample Size of Fumigation Cover by 2' x 2'





# BIHAR RAJYA BEEJ NIGAM LIMITED

(A Govt. of Bihar Undertaking)

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

CIN : U01111BR1977SGC 001294

## SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF PRICE BID

### 1. Price Bid will contain the following

- I. While quoting the rates the bidder must ensure that rates quoted in all cases must be final & inclusive of all charges/Taxes F.O.R delivery at destination including all packing & insurance charges for safe transit by road inclusive of all taxes, levies etc,
  - II. Rate quoted by bidder must be in figures and words format. Only 2 digit after decimal will be consider for evaluation of price bid.
  - III. The price bid will be opened as per schedule in respect of those bidders only who have been declared qualified in the Technical bid.
2. The rates quoted in all cases must be final and inclusive of all charges for free delivery at destination including all packing and insurance charges for safe transit by road inclusive of all applicable taxes/levies/Form 'C' etc. If any fluctuation done in GST by Government, the payment will be done accordingly.
  3. Price quoted should be strictly in accordance with the unit specified; otherwise quotations are liable to be rejected.
  4. The bidders who are interested to quote the rates only for one or two items are eligible for participation in the quotation and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
  5. The period by which the material can be delivered at the desired destinations from the date of receipt of the order must be clearly indicated.



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Telephone: 0612 -2547066 / website: bebn.bihar.gov.in / e-mail: bebn.bih.nail@gmail.com

CIN : U01111BR1977SGC 001294

## **TERMS AND CONDITIONS**

1. The quotation is to be invited on Two Bid System (Technical Bid and Price Bid)
  - 1.1 The Technical bid will contain EMD & other relevant documents like Income Tax return, Balance sheet, experience certificate, along with Performance Certificate and all another relevant documents as given in page no 8 and 9 of this bid document etc. The price bid will contain the rates quotation by the bidder on F.O.R destination basis inclusive of all packing & insurance charges for safe transit.
  - 1.2 Bidders must fill their rates both in words and figures in this quotation form of price bid. The technical bid should be submitted with fixed amount of earnest money.
  - 1.3 No alternations should be made to any of the Terms and Conditions of the quotation by scoring out, altering or over-writing and no alternations are permitted in their rates. Ambiguity must be avoided in filling quotation. The quotations not complying with these conditions will be rejected.
  - 1.4 Bidders are required to deposit the fixed amount as prescribed in quotation Notice whichever is applicable for the total value of quotation as EARNEST MONEY with the Corporation as notified in the quotation notice.
    - (a) Offers without Earnest Money will be rejected.
    - (b) NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED TENDERERS WITH SUCH REQUEST NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD AND FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.
    - (c) Bidders belonging to, wholly owned by Central/State Government will be exempted from depositing EMD/Security Deposits. However, public undertakings not wholly owned by Central/State Govt. will be required to pay EMD/Security Deposit.
  - 1.5
    - (a) In case of selected bidders the earnest money will be adjusted against the security deposit and the balance if any, will have to be made by him/them within the above said period.
    - (b) The Corporation reserves the right to forfeit earnest money deposit of the successful bidders fail to deposit security deposit, if any, which may be required under the terms and conditions of the quotation.
  - 1.6 The quotations not conforming to the prescribed Terms and Conditions of the Corporation or conditional quotations or bidders who do not adhere to the prescribed time schedule, are likely to be rejected.
  - 1.7 Only one rate will be entertained.
  - 1.8 Any special conditions which may be prescribed for specific purpose shall also be treated as part of this quotation condition for all purposes.

## **2. ACCEPTANCE OF QUOTATIONS**

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



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

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

3.2 Successful bidder shall execute an Integrity Pact.

4 **AMENDMENT IN QUOTATION DOCUMENT**

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

5 **OTHER CONTRACTUAL OBLIGATIONS**

5.1 The supplier shall not sublet or delegate this contract or part thereof without the written consent of the Corporation.

5.2 No understanding or commitment given by or made by any Officer of the Corporation, verbally or in writing shall have any effect on this contract in any manner unless it is signed by the officer who has signed the Contract.

6 **INSPECTION AND PACKING & CONSIGNEE RIGHT OF REJECTION**

6.1 The Nigam reserves the right to inspect the material at destination strictly in accordance with the specifications and samples supplied by the supplier before acceptance.

6.2 Formal inspection at Plant level or unit level with regard to quantity, printing, stitching and number received shall also carried out at consignee level by the Officer/Committee authorised for the same. During inspection representative of supplier may be present.

6.3 The supplier shall inform the Nigam at least ten days prior to the time when any material is ready for final inspection. The Nigam will then inspect the consignment and subject to the material being in all respects as specified and being of sound quality and workmanship, the Nigam's representative shall sign or countersign a certificate of inspection together with the supplier.

6.4 After satisfactory inspection, sample would be drawn from the consignment stock and would be sent to any Government accredited Fumigation Cover testing lab/agency final inspection report. BRBN will not be liable for any loss/damage suffered to supplier on account of rejection of the consignment. After successful inspection report of testing lab, Delivery order will be issued by Nigam to the supplier.

6.5 If such analysis reveals that the material supplied is not in conformity with the specifications, the supplier shall pay such compensation/penalty charge as may be decided by the Managing Director, BRBN whose decision in the matter shall be final and binding. Further, Penalty charges will be adjusted from the bills of supplier and Security Deposit amount if need arises The Quantity drawn during Inspection shall be borne by the contractor. Payment will be done for the actual quantity received at the destination.



- 6.6 Before delivery of consignment, the supplier shall insert in each case a packing list, containing number, contents and full description of the contents. Three copies of each packing list shall be supplied to be concerned Store In-charge of the Bihar Rajya Beej Nigam Ltd who will retain one copy with him and return the other two copies, duly signed to the supplier who will append one copy of this packing list with invoices.

## 7 CONSEQUENCE OF REJECTION

1. **Inspecting Committee:** Final authority and to certify performance, the Inspecting Committee shall have the power:
  - (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adopting of any unsatisfactory method of manufacture.
  - (ii) To reject any stores submitted as not being in accordance with the particulars.
  - (iii) To reject the whole of the instalments tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
  - (iv) To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.
2. **Consequence of Rejection:** If on rejection of any of stores by Inspecting Committee or consignee at the destination; the contractor fails to make satisfactory supplies within the stipulated period of delivery the Nigam shall be at liberty to:
  - (i) Allow the contractor to resubmit the stores in replacement of those rejected, within a specified time, the contractor bearing the cost of freight and other expenses in connection thereof, if any, on such replacement without being entitled to any extra payment on that account; or
  - (ii) Purchase the quantity of the stores rejected either of the same description or of similar description (when stores exactly complying with particulars are not in the opinion of the Nigam which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor liability as regard the supply of any further instalment due under the contract, or
  - (iii) Cancel the contract and (a) purchase the stores of the same description or of a similar description (when stores exactly complying with particulars are not in the opinion of the Nigam which shall be final, readily available) at the risk and cost of the contractor or (b) claim difference between the contract price or the price prevailing at or about the time of breach
3. **Inspecting Committee Decision as to Rejection Final:** The Inspecting Committee decision as regards the rejection shall be final and binding on the contractor.
4. **Notification of Result of Inspection:** Unless otherwise provided in the specifications in the schedule, the examination of the stores will be made as soon as practicable after the same has been submitted for inspection and the result of the examination will be notified to the contractor.
5. **Marking of Stores:** The contractor shall, if so required, at his own expenses mark or permit the Inspector mark all the approved stores with a recognized purchaser's mark.
6. **Removal of Rejections:**
  - (a) Any stores submitted for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection.
  - (b) Such rejected stores shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such stores are not removed by the contractor within the period afore mentioned, the Inspecting Committee may either return the same to the contractor at his risk and cost by such mode of transport as the Nigam or inspecting officer may select, or dispose of such stores at the contractor's risk on his account and retain such portion of proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period for which the rejected stores are not removed.
7. **Inspection Notes:** On the stores being found acceptable by the Inspecting Committee, he shall furnish the contractor with necessary copies of inspection notes duly completed for being attached to the contractor's bill in support thereof.



8. **This NIT is the part of tender document.** In order to assess manufacturing facilities available with the tenderers, the inspection facilities may be required to be arranged by the party at the discretion of the Corporation. Visit to the party's premises/site/manufacturing unit shall be at the discretion of the BRBN.
9. Post Purchase Inspection has to be conducted at the receiving end by the concerned staff which will be reported in receipt certificate. The payment to the supplier will be released only after the confirmation of receipt of consignment in good condition.

#### **8 RECOVERY OF SUMS CLAIMED:**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Nigam shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit for the purpose aforesaid the Nigam shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable to the contractor under the same contract or any other contract with the Nigam pending finalisation or adjudication of any such claim.

#### **9 PAYMENTS UNDER THE CONTRACT:**

All invoices shall be prepared in triplicate and shall be signed by the suppliers or its authorized Agent. The invoice shall be sent in duplicate to the Regional Office of the Nigam. **80% payment will be released after satisfactory inspection of consignment within 30 days of delivery.**

- 9.1 **Balance 20% payment** of the supplied material will be made after satisfactory post inspection done by any accredited lab/agency.

- 9.2 While making the 80% payment to the supplier the following documents will be taken into account.

- a) Original bills of the supplier in triplicate.
- b) Preliminary acceptance report of Inspection agency.
- c) Original serially numbered receipt voucher from the receiving unit indicating that the material is received in good condition.
- d) Quantity inspection report of Regional Offices.

In compliance to CVC instructions, BRBN has introduced E-Payment system for 3rd party payment with immediate effect. It is requested that following information/ particulars may please be intimated at the earliest for enabling BRBN to make E-Payment:

- a) Permanent Account No. (PAN)
- b) Bank Account No. of the Firm/Company
- c) Name & Address of the Bank & Branch
- d) I.F.S.C. Code No. of the Branch

In addition of the above the following information may also be submitted with the bills:

- You should raise invoice indicating therein clearly "original for buyers and tax/retail invoice with printed serial number".
- The GST (CGST+SCGST or IGST) claimed by the party shall clearly be indicated separately in the invoice.
- GST & PAN number should be indicated in the invoice.

#### **10 INDEMNITY:**

The contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of the patent or registered designs of trade mark being made against the purchaser, the purchaser shall notify to the contractor the same and the contractor shall at his own expenses either settle any such disputes or conduct at his own expense any litigation that may arise there from.

- 11 **INSOLVENCY AND BREACH OF CONTRACT / BLACK LISTING:** The Nigam may at any time by notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say:

- (i) If the contractor, being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate

made against him or shall take proceedings for composition under any insolvency act for the time being in force or made any conveyance or assignment of his effects or into any arrangements of composition with his creditor or suspend payment or if the firm be dissolved under the partnership act; or

- (ii) If the contractor being company is wound up voluntarily or by the order of a Court or a Receiver Liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a receiver, liquidator or manager; or
- (iii) If the contractor commits any breach of the contract not herein specifically provided and that such determination shall not prejudice any right of action or remedy, which shall otherwise be open to the purchaser.
- (iv) BRBN reserves the right not to consider parties having any dispute resulting into any type of loss to the Nigam due to negligence etc. or failed to fulfil the contractual obligations during the last five years in order to protect its interest.
- (v) The Nigam reserves the right to black list and/or debar the vendor from future participation for a period up to three years in the tender inquiry provided that :
  - He fails to fulfil any contractual obligations.
  - He gives false information and/or submits any fake document for acquiring the contract.
  - Any penalty imposed by the Hon'ble Court of Law and/or blacklisting/debarring by any other PSU/Govt./Semi-Govt. Agency.
  - His overall conduct is not found satisfactory.
  - Any irregularity noticed at any stage.

- 12 Rates:** Rates shall be quoted in unit/quantity F.O.R. destination anywhere in the State of Bihar covered adequately by Insurance and must be inclusive of cost of packing, handling, insurance charges and all applicable taxes except GST. GST shall be paid extra at applicable rates subject to submission of tax invoice as per rules under GST. CWC shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source.

An Insurance cover to cover the damage, loss, theft etc., of the stores/supplies in the transit shall be taken in the name of the Nigam. In the event of loss, the contractor shall have to pursue the claim with the Insurance Company for the recovery of the compensation unless otherwise desired by the Nigam in writing.

### **13. SUPPLIES AS PER SPECIFICATIONS:**

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

### **14 CONSEQUENCE OF NON-SUPPLY AND DAMAGES:**

- 14.1 In case the lowest-1(L-1) party whose rates are accepted, unable to supply the whole ordered quantity of packing material mentioned in the supply order, the L-2/L-3 parties will be asked to supply the rest of the quantity at L-1 rates.
- 14.2 All risks of losses, damages or depreciation to goods shall be upon the supplier until the material is delivered at site in accordance with the provisions of Contract.
- 14.3 Assuming that if the supplier fails to deliver any or all the material covered by the contract, the purchaser reserves the right, in addition to other legal remedies, to cancel the contract or any portion and hold the supplier liable for all damages sustained by virtue of said cancellation and failing to perform the contracts.



- 14.4 In case, the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Nigam the supplier will be entitled to receive the payment at the rate fixed by the Nigam by imposing the penalties according to the deviation in the specifications already stipulated in the terms and conditions under the head of penalties for deviation.
- 14.5 If the party fails to replace the rejected material within stipulated time period, the party may be delisted for two years in addition to forfeiture of security amount.
- 14.6 If any lot rejected by the committee because of having the deviation beyond the acceptable limit (beyond the tolerance limit mentioned in the specification of BIS) and the supplier disputed the decision of the committee, in such case, the sampling in the presence of committee including supplier and one representative of inspection agency will be made and send to third party inspection i.e in any Govt. recognised/BIS approved lab and their decision will be final on both the parties. In case the material fails in the said lab the Nigam reserves the right to take action as per clause.
- 15 **ROAD PERMITS/WAY BILL-** Way bill will be arranged by the supplier himself in all respect.
- 16 **CANCELLATION OF CONTRACT FOR DEFAULT & RECOURSE TO BE TAKEN BY THE PURCHASER :** The purchaser may without pre-judice to any other remedy for breach of contract by 7 days written notice of default sent to the supplier, terminate the contract in whole or in part.
- If the supplier fails to deliver any or all the stores and supplies poor quality Fumigation Cover within the time period specified in the contract, or any extension thereof granted by the purchaser their contract will be terminated and the supplier may be **black listed**.
  - If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
  - In the event the purchaser terminate the contract in whole or in part, purchaser may take the course to any one or more of the following action.
    - Recovery of all damages sustained on account of cancellation.
    - The security deposit is to be forfeited.
    - The purchaser may procure the goods of the same specification on the same terms and condition as deemed appropriate on the risk & cost of the supplier.
    - However, the supplier shall continue to perform the contract to the extent not terminated
- 17 **Security Deposit**  
Successful bidder shall be required to furnish a **security deposit of 10%** of the value of order placed to them within 7 days, from the date of issue of purchase order or before assigning agreement whichever is earlier. This may be furnished in the shape of Demand Draft in favour of Managing Director "Bihar Rajya Beej Nigam Ltd" payable at Patna.
18. **Validity of Rate and Period**  
The bidder shall keep their **rates open for a period of one year from the date of supply order & also can be extended after the period of one year on mutual understanding of both parties.** After the initial order it shall be open to the Nigam to place order for the total/part quantity or distribute among the suppliers, on the same rate, terms and conditions. The same will remain valid for any additional quantity likely to be ordered during the period also.
19. **FORFEITURE AND REFUND OF THE EARNEST MONEY/SECURITY DEPOSIT**
- In case the selected bidder does not supply the goods at the quote rates within the period of contract and commits breach of any one or more of these. Terms and conditions, failed to replace the rejected material within the stipulated period, the Earnest Money/Security deposits by the bidders will be forfeited by the Corporation.
  - Earnest money of the un-successful bidders shall be refunded without interest within a reasonable period from the date of decision regarding the quotations.

- 19.3 The Earnest/Security Money deposited by successful bidder shall be retained by the Corporation till three months after the expiry of the contract period i.e six months from the date of acceptance of the quotation or the date of which the supply is completed, including the supply which may arise in consequences or repeat orders placed during the six months for which the rates quoted are to remain valid.
- 19.4 On due performance and completion of the order in all respect during the contract period, the security deposit will be refunded to the contract or without any interest within a period of three months with effect from the date of receipt of request of this effect from the supplier.
- 20 FORCE MAJEURE CLAUSE:** If supplies are delayed due to cause beyond the reasonable control of the supplier and whether such delay or impediment occurs before or after the time of delivery an extension of time shall be granted at the sole discretion of SFCI taking into account all factors like flood, drought, Natural calamities sabotage, Fires, Epidemics, Civil commotion, Wars, Revolutions, lockouts, Strike called by the Labors/Trade Unions, transporters etc.
- 21 JURISDICTION:** In the event any matter concerning the implementation, interpretation or rights and liabilities, determination, the Courts at Patna shall have exclusive Jurisdiction to try or entertain the same.
- 22 NEGOTIATION**  
If L-1 price is not reasonable, the Corporation may as an exception negotiate the price only with the lowest evaluated responsive bidder (L-1) in an attempt to bring down the same. If L-1 reduces the price to the desired level, contract may be placed on them but if it does not agree, then further action like re-quotationing may be decided by the Corporation depending upon the merit of the case. The negotiation will be made only by the purchase committee as per guidelines of CVC with the approval of the Competent Authority. If L-1 fails to supply the bags. The Corporation may give the order to L-2 or L-3 for supply of bag at the same rate given by L-1.
- 23 Settlement of Disputes**
- Any difference or dispute out of or in connection with this quotation or acceptance thereof, on the contract entered or consequence thereof, shall be decided by arbitration. The Managing Director of the Nigam or his nominees shall be the sole arbitrator and the arbitrator's decision shall be final and binding on both the parties. The nominees may be an officer of the Nigam. The tenderers will have no objection to such appointment of any body, on the ground whatsoever, including that the nominees in his official capacity deal with the matter at any stage.
  - 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.
  - The parties, do hereby also agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Patna and the civil courts at Patna only will have the jurisdiction to try legal proceeding which may arise out of this contract. Neither party shall file any proceeding in any other courts.



Annexure-IAGREEMENT

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

This agreement is made on this date .....between 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 "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing Fumigation Cover invited offers vide quotation No. ....

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

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

For and on behalf of the supplier

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

Witness

1

2.

3.

Witness

1

2.

3.

Annexure-II**Bihar Rajya Beej Nigam Ltd.**3<sup>rd</sup> Floor, Krishi Bhawan, Mithapur,

Patna-800001(BIHAR)

**BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY MONEY**

The Bank Guarantee executed on this.....day of 2023-24 by .....Bank hereinafter called "The Bank" which expression shall include wherever permissible its successor and assigns, in favour of Bihar Rajya Beej Nigam Ltd., Patna through its Managing Director or his authorized Officer (hereinafter called the Nigam), which expression includes its successors and assigns at the request of M/S.....hereinafter called the Bidder"/ supplier.

Whereas the bidder supplier has to pay to the Nigam Performance Security Money of Rs.....or furnish a Bank Guarantee in lieu of the Security Money in respect of tender for supply of Fumigation cover mentioned in the quotation document/supply order.

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

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

1. If the bidder/supplier commits any breach of the terms and conditions of the quotation documents/ supply order in respect of tender and becomes liable to forfeiture of the earnest money/security money or any part thereof, the Bank hereby unfortunately and irremovably agrees and undertakes and guarantee to pay to the Nigam on demand and without demand the amount of earnest/ security money stated above.
2. The Bank further agrees that the Nigam shall be the sole judge of and as to whether the said bidder/supplier has committed and breach or breaches of any of the terms and conditions of the quotation document/supply order and the extend of loss damages costs charges and expenses to or suffered by the Nigam on account thereof, but not exceeding the amount of earnest money/security money stated above, and the decision of the Nigam that the said bidder/supplier has committed such breach or breaches shall be final and binding on the Bank. The Bank hereby undertakes guarantee that it shall pay the amount of Bank Guarantee on demand by the Nigam without asking or raised any question about the validity of the demand.
3. The Bank undertake that it shall not be necessary for the Nigam proceed against the bidder/supplier before demanding the aforesaid amount of Bank Guarantee from the Bank or proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank.
4. The Bank undertakes not to revoke the guarantee during currency except with the previous consent of the Nigam in writing and agrees that any change in the constitution of the bidder of the Bank shall not discharge the liability of the Bank hereunder.
5. Not with standing anything contained herein before the liability of the Bank under this guarantee is restricted to Rs.....The guarantee of the Bank shall remain into force up to 210 days from the date of opening of the tender in case of earnest money from the date of submission against security money deposit unless the Nigam make a claim from the Bank in writing on or before the said 180 days, all the rights of the Nigam under the said guarantee shall be forfeited and the Bank shall be relieved and discharge from all liability hereunder.

1. Witness -

2. Witness -

**For and on behalf of**



# Specification of Fumigation Cover

SPECIFICATION FOR MULTILAYERED CROSS LAMINATED FUMIGATION COVER, (TYPE 2, GROUP A, AS PER IS:13217 - 1991 AND IS:14611 - 2024)

1. DESCRIPTION OF MATERIAL : The material should conform to IS: 14611 - 2024 and IS: 13217 - 1991 with up to date amendments.
2. TYPE : HEAVY DUTY TYPE H.N
3. MASS PER UNIT : Not less than 200 GSM
4. SIZE : 32 X 21 X 17 (feet) 9.8 X 6.4 X 5.2 (meters)
5. WEIGHT : Minimum 50 Kgs. (Tolerance - 4%)
6. COLOUR : Blue
7. FUNNEL : As per IS:13217 -1991
8. EYELET : The eyelets shall be fixed at an approx. interval of 3 feet on the length side and at every joint or at approx. 26" interval on width side
9. TENSILE STRENGTH(Kg/cm)
  - a) Longitudinal direction : 250 minimum
  - b) Transverse direction After Ageing at 70±1° C for 168 hours : 200minimum
  - a) Longitudinal direction : 30% decrease from the original value (max)
  - b) Transverse direction - do
10. ELONGATION AT BREAK (%)
  - a) Longitudinal direction : 400 minimum
  - b) Transverse direction : 300 minimum
11. TEAR STRENGTH (gm)
  - a) Longitudinal direction : 3200 minimum
  - b) Transverse direction After Ageing at 70±1° C for 168 hours: 2800 minimum
  - a) Longitudinal direction : 30% decrease from the original value(max) -
  - b) Transverse direction : -do -
12. DART IMPACT STRENGTH (gm) : 700 minimum
13. FLEXING TEST:
  - a) Before ageing : 50,000 cycles (minimum)
  - b) After ageing at 70 ±1° C for 168 hours : 50,000 cycles(minimum)
14. FUMIGANT RETENTION TEST Loss of Aluminium Phosphide Fumigant(%) : 7.5 maximum as per IS: 13217 - 1991
17. WORKMANSHIP
 

The covers shall be uniform in colour, texture and finish and shall be substantially free from pin holes and particles of foreign matter. There shall be no other visible defect such as holes, tears or blisters - The edges shall be free from nicks and cuts visible to unaided eye.
16. Each cover should be supplied with repair kit containing self-adhesive cross laminated strip of one-meter long.
17. The supplier shall give guarantee that the film conforms to above mentioned specification and in case it is found that the same does not conform to the specification at any stage on testing from any reputed test house, the covers prepared and delivered shall be rejected and losses recovered.
18. PACKING Each cover shall be packed in Woven fabric laminated with paper to avoid damage/loss in transit. Twin handles will be provided to facilitate handling. If there is any damage/loss in transit the responsibility will be fixed on the supplier.
19. MARKING Each cover shall be marked by the supplier at his own expenses distinctly and clearly indicating the supply order number and date, name and address of the consignee. Name of the supplier and serial number of the cover for the purpose of identification. All marking material shall be carried out with such a material as may be found satisfactory by the inspecting officer(s) as regard quickness of drying, fastness and indelibility.

## Annexure- IV

**CERTIFICATE FOR NON BLACKLISTED/DEBARRED BY ANY GOVERNMENT  
On Stamp paper with notary attestation (On Rs. 100 Stamp Paper)**

To

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

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

I \_\_\_\_\_ (Name & designation of Authorized person of Supplier 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 2019 and would maintain the status quo till the date of completion of tender.**

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 EMD and Performance Security as may deem fit by BRBN.

Name:

Designation:

Name of the organization:

Full address

Date:

Place:



Annexure- V

**Condition Confirmation**

This is to specify that the special terms & condition of the bags are fully accepted by us unconditionally & without any reservation.

Thanking you

Name and address of the firm



Annexure-VIPRICE CHARGE CERTIFICATE

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 fumigation cover under **Short Notice Inviting Tender no. Proc -02/2025-26** shall under no circumstances exceed the lowest price at which the bidder sells the fumigation cover 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 fumigation cover 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.

Name &amp; designation:

Address

Place:

Date:





## Annexure- VII

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BIDDER**

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

I ..... [Name and designation]\*\* appointed as the attorney/authorized signatory of the bidder [including its constituents], M/s. .... [hereinafter called the tenderer] for the purpose of the quotation documents for the **supply Fumigation Cover (100% water proof) as per the Quotation Short Notice No. Processing- 02/2025-26** of Bihar Rajya Beej Nigam Ltd, do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

## VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

Place:

Dated:

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

**PRE CONTRACT INTEGRITY PACT**

**FORMAT FOR AFFIDAVIT TO BE submitted BY the successful BIDDER at the time of making agreement on non-judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the bidder**

**General**

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of .....20....., between, on one hand, Bihar Rajya Beej Nigam Limited acting through Shri ..... Chief of Processing (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in and permitted assigns) of the First Part and M/s ..... represented by Shri ..... Designation (hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors in and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure ..... (Name of the Stores/Equipment/Item/Service) and the BIDDER is willing to offer/has offered the stores and  
WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/Proprietorship, constituted in accordance with the relevant law in the matter and the BUYER is a corporation, an undertaking of Bihar Government.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the Pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the Managing Director, Bihar Rajya Beej Nigam any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.



### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for the purpose would be as defined in Section 6 of the Companies Act 1956.
  - 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any state in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. The parties hereby sign this Integrity Pact at ..... on .....

BIDDER

Name -

Designation

.....

Witness

1 .....

2 .....

BUYER

Name of the Officer

Designation

Bihar Rajya Beej Nigam Ltd.

Witness

1 .....

2 .....






## TECHNICAL BID SHEET

Name of Department		:	Bihar Rajya Beej Nigam Limited
NIT No		:	Quotation Notice No.- Processing 02/2025-26
Group No		:	02
Name of Work		:	For Supply of Multilayered Cross Laminated Fumigation Cover inclusive of F.O.R and Taxes
Sl No.	Details		To be Filled in color cells by Contractor
1	Name of the Bidder (in block letters)		
2	Address of the Bidder (with mobile no.)		
3	Name of the contact person to whom all references shall be made regarding this Bid		
4	Designation of the person to whom all references shall be made regarding this Bid		
5	Address of the person to whom all references shall be made regarding this Bid		
6	Bid Processing Fee	(A) As prescribed in Quotation document, Bid Processing Fee can be paid online through e-Procurement Portal ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> ) Bid Processing Fee Amount - Rs. 1,180.00 or as Per e-Procurement Portal	
7	Form Fee	(A) As prescribed in Quotation document, Form Fee can be paid online through e-Procurement Portal ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> ) Form Fee Amount - Rs. 1000.00 or as Per e-Procurement Portal	Form Fee Amount - Rs.
8	Earnest Money	(A) EMD can be paid online through e-Procurement Portal ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> ) Earnest Money - Rs. 1,00,000.00	Bid Security Amount - Rs.
<b>A. QUALIFYING CRITERIA</b>			
1	EMD as per Quotation notice		
2	Income Tax Return for the FY- 2021-22, 2022-23 & 2023-24 duly acknowledged by IT Dept.		
3	Sole Proprietorship/Partnership Deed/Articles of Association/copy of by laws.		
4	Certificate of registration of the firm in respect of		
a	PAN No		
b	GST No		
c	Adhar No		
5	Satisfactory performance certificate of the three year for supply of Fumigation Cover to Central Govt./CPSUs/State Govt./Govt. allied Organisations/Private Ltd. Company successfully along with photocopies of supply order and completion of order certificates.		
6	Audited Balance Sheet of the Company for the year 2021-22, 2022-23 & 2023-24 duly signed by Chartered Accountant and average turnover duly authenticated by Chartered Accountant should not be less than Rs. 50.00 Lakh (Fifty Lakh ) yearly for 3 financial years i.e Year 2021-22, 2022-23 & 2023-24.		
7	Whether the company has been black listed by any organization within last 5 years i.e. After 2019, tender will not be acceptable, but before 5 years tender may be accepted with valid details & documents. If yes, the details thereof. If not, a notarial affidavit must be uploaded.		
8	A Certificate that price charged for stores/ Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department/ Institution/ /Public Enterprises/ Undertaking during the period of contract.		
9	A letter from the tenderer on their letter head that he accepted & agreed all the terms & condition of the bags <b>unconditionally</b> .		
10	Notarial affidavit must be <b>uploaded</b> as per <b>Annexure-I (A)</b> format.		
11	If any FIR/Charge sheet has been lodged against the tenderer? If not, a Notarial affidavit must be uploaded. If yes, Tender will not be acceptable.		
12	Past performance report as per clause "e" of Qualifying criteria/items for TECHNICAL BID on page no. 08.		
13	The tenderer's valid BIS licence. <b>(Supporting document to be uploaded).</b>		
14	Two representative sample (2' x 2') size for testing of specification should be submitted.		

FINANCIAL BID SHEET			
Name of Department	Bihar Rajya Beej Nigam Limited		
Quotation No.	Processing 02/2025-26		
Name of Work	Multi Layered Cross Laminated Fumigation Cover Type2, Group-A, As per IS:13217-1991 and IS:14611-2024		
Financial Bid format	<a href="https://eproc.bihar.gov.in">https://eproc.bihar.gov.in</a>		
Name of the Bidder (in block letter)			
Address of the Bidder (with mobile no.)			
S.No.	Name of Article	Rate per unit inclusive of all Taxes, F.O.R, basis (in Rs.)	
		In Figure	In Word
1	Multi Layered Cross Laminated Fumigation Cover Type2, Group-A, As per IS:13217-1991 and IS:14611-2024 Size-32x21x17 (Feet) Minimum weight 50 Kg		

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

We agree to the terms and conditions specified in the quotation no.- Processing 02/2025-26. It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchaser.

- 1) The quoted rate should be inclusive of all taxes, F.O.R. Nigam centers within the state of Bihar. If taxes/GST change by Govt., it will be paid by supplier accordingly.
- 2) Delivery of material should be started within 15 days and should be completed within 30 days of issuing order as per schedule given in supply order.

Bidder





### **DISPATCH DESTINATION**

Fumigation Cover (100% waterproof), shall be supplied to the following locations of the BRBN, Ltd.  
On the F.O.R. Basis (Door delivery at BRBN's Godown).

Sl. No.	Region	Address
1	Kudra	Bihar Rajya Beej Nigam Ltd. G.T. Road, Kudra (Kaimur) Mob. No.- 8800841645
2	Hajipur	Bihar Rajya Beej Nigam Ltd. Dighhi, Near Police Line, Hajipur (Vaishali), Mob. No.- 62013200345
3	Begusarai	Bihar Rajya Beej Nigam Ltd. Bishunpur, Near Harijan Thana, Begusarai, Mob. No.- 9939441905
4	Bhagalpur	Bihar Rajya Beej Nigam Ltd. Tilkamanghi, Krishi Bhawan Campus, Bhagalpur, Mob. No.- 9835650880
5	Sherghati	Bihar Rajya Beej Nigam Ltd. Near Police Station & Sherghati Block, Sherghati (Gaya), Mob. No.- 9835285971

