



# **TERMS AND CONDITIONS**

## **OF**

### **EXPRESSION OF INTEREST (EOI)**

For Empanelment of manufacturer to supply Agriculture Inputs viz. P.P chemicals, micronutrients, bio-fertilizers, organic fertilizers, bio-pesticides, bio-agents, pheromone traps & lure etc. in departmental schemes.

*(It consists of page 01 to 26 including cover page no.)*

### **BIHAR RAJYA BEEJ NIGAM LIMITED**

**(A Govt. of Bihar Undertaking)**

**An IS/ISO 9001:2015; IS/ISO 14001:2015; IS/ISO 37001:2016 Certified Manufacture**

**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.bih.mail@gmail.com](mailto:brbn.bih.mail@gmail.com)**

**CIN : U01111BR1977SGC 001294**



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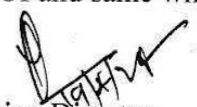
Telephone: 0612 2547066 website: brbn.bihar.gov.in e-mail: brbn.bih.mail@gmail.com

CIN : U01111BR1977SGC 001294

## EXPRESSION OF INTEREST (EOI)

Managing Director  
Bihar Rajya Beej Nigam Limited (BRBN) provides various agriculture inputs on subsidy under various schemes of Agriculture Department Govt. of Bihar. Hence, BRBN invites Expression of Interest (EOI) from Manufacturer for Empanelment to supply Agricultural Inputs.

Application Form for submission of EOI can be viewed & downloaded from the BRBN website <https://brbn.bihar.gov.in>. Manufacturer who downloads Application Form from the said website will have to deposit non refundable Application/Empanelment Fee through RTGS or NEFT of Rs. 25,000.00 (Twenty Five Thousand Only) in BRBN A/c Punjab National Bank, Budha Colony, Patna, Account No. 2920000108138361, IFSC- PUNB0292000. The proof of fee deposit must be submitted with the Application Form. Application Form without application fee will not be accepted. The last date of submission of Application Form is till dated 13.05.2024 up to 5.00 PM. Application Form along with required documents/enclosures and proof of fee deposit readable & visible must be submitted online through BRBN website <https://brbn.bihar.gov.in> in PDF or JPEG mode. If required, the Corrigendum/Correction slip may be issued by BRBN up to 10.05.2024 before submission of EOI and same will be uploaded on websites only.

  
Managing Director



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## **EXPRESSION OF INTEREST (EOI)**

EOI is invited for Empanelment of manufacturer for supply of Agriculture Input.

### **Time Schedule of EOI & Contact Details:**

Particulars	Details
Date of issue of EOI	19.04.2024
Date and time of Download Start of Application Form	22.04.2024
Application Form Download End Date and time	13.05.2024– 01:00 PM
Last Date and time for submission of Application Form/Bid	13.05.2024– 05:00 PM
Date and time for opening of Bid	14.05.2024–11:00 AM
Place of Opening of Bid	Office of Managing Director, Bihar Rajya Beej Nigam Limited, 3 <sup>rd</sup> Floor, Krishi Bhawan, Mithapur, Patna –800001 (Bihar)
Application Fee (Non Refundable)	Rs. 25,000/- (Rs. Twenty Five Thousand Only) to be deposit through RTGS or NEFT. Bank Details :- Punjab National Bank, Budha Colony, Patna, A/c No. 2920000108138361 IFSC- PUNB0292000
Address for Communication	Bihar Rajya Beej Nigam Limited, 3 <sup>rd</sup> Floor, Krishi Bhawan, Mithapur, Patna –800001 (Bihar)
Contact Phone No &E-Mail	0612-2547066/9334069156 (Chief of Marketing) Mail: <a href="mailto:brbn.bih.mail@gmail.com">brbn.bih.mail@gmail.com</a> <a href="mailto:brbnmarketingpatna@gmail.com">brbnmarketingpatna@gmail.com</a>
Issuing Authority of EOI	Managing Director, Bihar Rajya Beej Nigam Limited,

Details of eligibility criteria, Bid schedule and Terms and Conditions for the Expression of Interest (EOI) can be viewed and downloaded from BRBN website <https://brbn.bihar.gov.in>. Interested Manufacturer must submit their application form along with required documents/enclosures & proof of fee submission readable and visible online through BRBN website <https://brbn.bihar.gov.in> in PDF or JPEG mode till dated 13.05.2024 upto 5.00 PM Applicant must deposit application fee of Rs. 25,000/- through RTGS/NEFT in BRBN A/c Punjab National Bank, Budha Colony, Patna, Account No. 2920000108138361, IFSC- PUNB0292000. BRBN reserves the right to make any alteration/modification in the advertisement/empanelment or rescind the same at any stage without assigning any reason.

Managing Director



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

CIN : U01111BR1977SGC 001294

Bihar Rajya Beej Nigam Ltd., (BRBN) Patna invites EOI from the manufacturers for Empanelment to Supply of Agriculture Inputs viz. P.P chemicals, micronutrients, bio-fertilizers, organic fertilizers, bio-pesticides, bio-agents, pheromone traps & lure etc. in Agriculture departmental schemes of Bihar.

## **INSTRUCTIONS TO MANUFACTURER –**

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

Detailed Documents for submission of EOI may be downloaded from BRBN website <https://brbn.bihar.gov.in>,

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

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

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

BRBN shall open documents on due date as described in EOI. Applicants who choose to attend the meeting may be present at the time of opening of EOI.

### **IV. DISCLAIMER:**

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

## **INTRODUCTION.**

### **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's seeds and Agriculture Inputs.

## **2. Meaning/Definition:**

- 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 ‘EOI’ means this Expression of Interest for Empanelment of Manufacturers of Agriculture Inputs.
- 2.3 The Firms, Institutions and Companies submitting the proposal in response to this EOI shall herein after be referred as “Manufacturer”
- 2.4 ‘Agriculture Inputs’ means P.P chemicals, micronutrients, bio-fertilizers, organic fertilizers, bio-pesticides, bio-agents, pheromone traps & lure etc.

## **3. About EOI:**

In order to augment and supplement the assigned works, BRBN requires “Manufacturer” for Supply of Agriculture Inputs “As per Requirement Basis”.

## **4. Description of work :**

- 4.1. Bihar Rajya Beej Nigam Limited provides various agriculture inputs on subsidy under various agriculture departmental schemes in Bihar. Thus Bihar Rajya Beej Nigam Ltd., (BRBN) Patna invites EOI from the eligible manufacturer for Empanelment to Supply of Agriculture Inputs viz. P.P chemicals, micronutrients, bio-fertilizers, organic fertilizers, bio-pesticides, bio-agents, pheromone traps & lure etc. in departmental schemes “As per Requirement Basis” and invites applications from reputed Manufacturers to submit their Expression of Interest (EOI) to register as manufacturer dealing in above mentioned inputs.
- 4.2 Manufacturer satisfying Eligibility criteria as per the EOI and having experience in supply of Agriculture Inputs may respond.

## **5. NEED & BENEFITS OF THE PROJECT**

In order to timely supply of quality agriculture inputs at uniform rates to the farmers through Purchaser/Procuring Entity BRBN/ its Authorized Dealers/ Authorized Private Dealers of the Bidder of Agri Inputs/Others as approved by the Competent Authority under various departmental schemes on subsidy for effective transfer of technology among farmers, BRBN bid approve rate of various agri-inputs. Purchase/procurement would be made by viz. Bihar Rajya Beej Nigam Limited/ Registered Agri-Input Dealers/ Authorized Private Dealers of the Bidder of AgriInputs/others.

## **6. Terms and Conditions of Empanelment of Manufacturer are as follows,**

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

registered under the respective State Co- operatives Act and Central Co-operative Act respectively. The Manufacturer should have valid Manufacturing license and Marketing license (Whole of Bihar) of Agriculture Inputs i.e, P.P. chemicals, Micronutrients, bio-fertilizers, organic fertilizers, bio-pesticides, bio-agents, Pheromontaps and lure. and the product for which the Manufacturer quotes the rate has to be endorsed in Manufacture license.

- 6.2 **Experience:** The manufacturer should have minimum 3 (Three) years experiences in producing and supplying of above inputs to Central/State Govt. and Central/State Agencies for which he/she is interested.
- 6.3 **Turnover:** The manufacturer should have a minimum annual turnover of Rs. 20.00 Crores (Rupees Twenty Crores) per year for the past 3 years i.e. 2020-21, 2021-22, 2022-23 applying for Empanelment.
- 6.4 **Certification for Non-Blacklisted:** The Manufacturer or any Director of the Manufacture or any Partner of the firm should not be currently blacklisted/debarred by the Department of Agriculture Govt. of India or any State Agriculture department or the seed corporation as on today. Certification in this regard should be submitted as per annexure–B.

7. Documents to be submitted by Manufacturers:

Sl. No.	Document	Submission	Authority
1.	Manufacturing License	Mandatory	Competent Authority.
2	State Level marketing License for whole of Bihar	Mandatory	Director of Agriculture, Patna(Bihar)
3.	<b>TIN (Tax Information Network)</b>		
a.	PAN (Permanent Account Number)	Mandatory	As per Income Tax Act, 1961
b.	TAN (Tax Deduction & Cancellation Number)	If applicable	As per Income Tax Act, 1961
4.	GST Registration	Mandatory	As per GST Act, 2017.
5.	<b>Certificate of Registration</b>		
a.	For Sole Proprietary Firm		From Registrar of Firms
b.	For Partnership Firm (Partnership Deed to be furnished)		
c.	For Private and Public Ltd. Companies.(Articles of Association or Certificate of Incorporation and commencement of business or Memorandum of Understanding to be submitted)		From Registrar of Companies
d.	For State Level Co-operative (Bye-		From Registrar of Co-op

	Laws to be furnished)		Societies of respective State Government
e.	For Multi-State Co-operatives (Bye-Laws to be furnished)		From Registrar of Co-op Societies, GOI.
6. a	Shop/Commercial Establishment License/ Registration Certificate	Mandatory	As per Shop & Establishment Act of respective State Govt.
b	In case of Shops/Commercial Establishment at Village Level		Certificate from Village gram Panchayat signed by official Gram Sevak Only
7.	Shop and Godown ownership Property Card/Lease/Rental Agreement (As maybe the case).		Rent Agreement should be minimum three years
8	List of Plant, Machinery and Equipment for Manufacturing of Pheromone Traps		On Letter Head of the Manufacture.
9.	Income Tax Returns (Latest for 3 year F.Y. i.e. 2020-21, 2021-22, 2022-23)	Mandatory	
10.	Annual Balance Sheet (Latest for 3 Financial Years i.e. (Latest for 3 year i.e. 2020-21,2021-22, 2022-23)	Mandatory	
11.	Copy of at least 3 supply orders each of Rs.5.00 Crores (Rupees Five Crore ) and above executed in the past 3 (i.e. 2020-21, 2021-22, 2022-23) years with any Central/State agency, Government Dep't, Agencies, PSU and Cooperatives.	Mandatory	
12.	Certificate from Purchasers for Satisfactory execution of supply orders.	Mandatory	
13.	Certificate that our firm has not been blacklisted/debarred by Department of Agriculture Govt. of India or any State Agriculture department as on today on Stamp paper of Rs.100/- attested by Notary	Mandatory	

14	Character certificate for proprietor	Mandatory	From Superintendent of Police
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**Note:- Character certificate will be exempted for government Manufacture.**

## **8. Application and Empanelment Fees:**

The following amount shall be payable towards application and Empanelment

<b>Rs. 25000/-</b> Application/ Empanelment Fee (Non Refundable)	To be paid
<b>EMD of Rs. 20 lacs</b> <b>(Refundable)</b>	To be paid (For empaneled Companies)

- 8.1. The above fees will be applicable to all the categories of manufacturer including MSME and NSIC.
- 8.2 EMD shall be solicited from all successful bidders except the departments of the State Government and Central Governments.
- 8.3 EMD shall be furnished in any one of the following forms:
  - i. Bank guarantee/s of the scheduled bank. It shall be got verified from the issuing bank valid till four calendar year from the date of submitting paper.
  - ii. Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by bidder in advance.
  - iii. EMD can also be deposited directly to Bihar Rajya Beej Nigam Ltd, Patna Head Office bank account : Punjab National Bank, Budha Colony, Patna  
A/c No. 2920000108138361  
IFSC- PUNB0292000.
- 8.4 Failure to produce the documents as necessary proof along with the Application/ Empanelment fee while submission of request for Empanelment of manufacturer/EOI proposal shall render the applicant in-eligible for Empanelment.
- 8.5 The manufacturer should not provide any financial proposal with the response to this EOI.
- 9 **Refund of EMD** – The EMD shall be refunded within six months of the completion of EOI, if the manufacturers supplied agri-inputs satisfactorily.
- 9.1 **Forfeiture of EMD:** EMD amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - i. When any terms and condition of the contract is breached.
  - ii. When the bidder fails to make complete supply satisfactorily.



- iii. If the bidder breaches any provision of code of integrity, prescribed forbidders, Specified in the bidding document.
- 9.2 Notice will be given to the bidder with reasonable time before EMD deposited is forfeited.
- 9.3 No interest shall be payable on the EMD.
- 10 **Scope of Empanelment of Manufacturers:**
  - 10.1 Bihar Rajya Beej Nigam Limited, Patna Bihar provides various agriculture inputs on subsidy under various departmental schemes. In order to timely supply of quality agriculture inputs under various departmental schemes on subsidy, BRBN intends to enter into a EOI for procurement of Agri-input from Authorized Private Dealers of the Bidder of Agri Inputs /others so that quality inputs could be made available to the farmers at the uniform rates.
  - 10.1 Empanelment would be for supply of Agriculture Inputs as per requirement from time to time.
  - 10.2 Empanelment would be for three year from the date of finalization of Empanelment which may be extended for further one year after satisfactory performance during the year.
  - 10.3 The bids will be scrutinized by the BRBN purchase committee.
  - 10.4 Agriculture Inputs will be procured by BRBN at the lowest price for each input offered by Manufacturer. Lowest rate bidder of each input shall be awarded the bid for supply of Input. Whenever for reasons for Marketability, the Committee of BRBN is of the opinion to negotiate the rate downwards it shall call upon L-1 party and complete negotiation.
  - 10.5 The Manufacturer can quote the rate for one or all Agriculture Input, But the Manufacture should have valid Manufacturing license of particular State and Marketing license of Bihar.
  - 10.6 The Seed supply/Seed distribution in the state is completely online through BRBN Software. The Supply and distribution of Agriculture Input will also be online through BRBN software. The Input Supplied by Manufacture to different dealers has to be uploaded in BRBN Software in prescribed format using their login ID and password. The Login Id and Password will be provided by BRBN after Empanelment under EOI. The Supplied quantity will be transferred to dealer's Dashboard online and after the approval of supplied quantity by dealer and District Agriculture Officer, the Manufacture is entitled to receive payment by BRBN.
  - 10.7 The Payment of the supplied quantity will be made after the amount received from Department of Agriculture.

## **11 Empanelment Procedure:**

The Selection of Manufacturer for Agriculture Input will be as per the following process:

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

## **12 TERMS AND CONDITIONS:**

- 12.1 Only the Manufacturer of Agriculture Inputs is eligible to participate in the procurement/bidding process.
- 12.2 The Products/Agri inputs with endorsement in Bihar State sale License submitted with this EOI would only be eligible for empanelment and procurement of Agri- input.
- 12.3 Telegraphic/Fax bids will not be accepted.
- 12.4 Conditional offer shall not be accepted by BRBN.
- 12.5 The Cost of Bid document must be submitted along with the form.
- 12.6 The Managing Director, BRBN will call the companies to produce original documents at the time of verification of the technical bid documents submitted by the Companies. The Managing Director is also empowered to make negotiation with the Qualified L-1 bidder to fetch lowest rate for supply of Inputs.
- 12.7 The L-1 rate offered by Manufacturer supplier will be on F.O.R. (Freight on Road). The rate offered by Manufacture will include dealer commission (which will be decided by BRBN) and 3% handing charge.
- 12.8 It is mandatory for L-1 Party to supply inputs to each dealer according to the supply order which will be given by BRBN. The Manufacture which has offered L-1 rate and refuses to supply Inputs or didn't fulfill the quantity given by BRBN, in such case EMD will be forfeited and the Manufacture will be debarred from EOI.
- 12.9 The Manufacture has to strictly follow the packing instructions as well as other instructions which will be given by BRBN. Breaching the instruction will results financial penalty.
- 12.10 The payment shall be released to Manufacture on submission of voucher along with scheme wise dealer wise district wise supply Report dully signed by the authorized person from the Manufacture. The Same supply quantity shall be uploaded in BRBN Software.

### **13. Delivery**

- i. Bidders shall be asked to supply the items as per specification within the specified delivery/ completion period at designated places across the State of Bihar and the details of supply/ shipping and exact locations where the item need to be supplied shall be specified in the work order issued by concerned Bihar Rajya Beej Nigam Limited.
- ii. The Manufacturer/ Selected Bidder shall arrange to supply the ordered Agri. inputs as per specifications within the specified delivery/completion period at various locations mentioned in the Work Order.
- iii. This EOI is primarily for the supply/delivery of inputs therefore, bidder shall be responsible for providing all the quoted goods at various Bihar Rajya Beej Nigam Limited authorized Dealers within Bihar at the same price as quoted in the Financial Bids and as and when required.

### **14. Recoveries from Supplier/ Selected Bidder**

- i. Taxes & Duties
- ii. The TDS, GST etc., if applicable, shall be deducted at source/ paid by Purchaser as per prevailing rates.
- iii. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- iv. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the input to the Purchaser.

### **15. Specifications and Standards**

- i. All Agri. inputs supplied shall strictly conform to the specifications, trademark laid down in the Bidding form and wherever articles have been required according to specifications/certifications/standards, those articles should conform strictly to those specifications/ certifications /standards. The supply shall be of best quality and description.
- ii. The inputs supplied under the EOI for execution of work order shall conform to the standards mentioned in Bidding document.

### **16. Packing and Documents**

- i. The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Order. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into

consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- ii. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

#### **17. Transportation**

The manufacturer/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

#### **18. Testing:**

BRBN may conduct testing of items delivered by the bidder from any third party or approved agencies on its behalf. Testing charges shall be borne by BRBN. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

#### **19. Sampling:**

Every District Agriculture Officers will collect the sample of every batch supplied input and send to laboratory for analysis.

#### **20. Rejection:**

- i. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Competent Authority.
- ii. If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Competent Authority after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- iii. The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Competent Authority shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

## **21. Price Fall:**

- i. If the selected bidder sells similar goods, works or services at a price lower than the rate contract price to anyone in the State of Bihar or nearby State at any time during the currency of the Rate Contract, the offered price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The bidder shall give an affidavit to the effect that he will not sell inputs in Bihar or nearby State at lower rate that is being offered in bid.
- ii. If any dispute arise out of the Rate Contract with regard to the interpretation, meaning and breach of the terms of the EOI, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most Officer as the Sole Arbitrator of the dispute who will not be related to this EOI and whose decision shall be final. All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Bihar and not elsewhere.

## **22. PROCEDURE FOR PAYMENT**

1. The payment claims will be made by Supplier after supply of Inputs.
2. The payment will be made on basis of quantity which has been supplied and uploaded on BRBN software and the same approved by the dealers of BRBN.
3. The first 50% payment will be made to the Supplier by BRBN after the total quantity is uploaded on BRBN software and is approved by the concerned dealer.
4. Balance Payment will be made after the satisfactory test report as per prescribed standard is received and the challan /GR (Goods Receipt) dully signed by Agriculture co-coordinator /Block Agriculture Officer and concern dealer which has to be uploaded in BRBN software, after that the final payment will be paid to supplier.
5. If analysis report of any particular lot supplied in any district is unsatisfactory, then such quantity of input of that particular lot to be return to the supplier. In such case, it will be the responsibility of the supplier to take back the inputs at his own cost. However, if the inputs are not returned to the supplier due to the same distributed among farmers for unavoidable reasons, before analysis report is received, the payment for entire quantity of the particular lot supplied in the particular district will be deducted. Supplier will not be entitled for payment of such lots.

6. Above mentioned payment procedure may have to be changed, under special circumstances. However, the concerned Parties will be informed about the changes well before submission of the Bids.
22. **Business Ethics:** The manufacturer 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 Empanelment will be terminated with immediate effect and BRBN retains right to black-list the said manufacturer.
23. **Indemnity Clause:** The manufacturer 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 Manufacture of the same and the Manufacture 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 Manufacture shall make the amount payable and the expenses incurred on that behalf.
24. **Arbitration** - Any or all disputes arising out of or under the agreement between BRBN and manufacturer and/or regarding the execution, implementation or interpretation of the agreement or any provisions thereof shall be referred to the sole arbitrator to be appointed by Managing Director of BRBN in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and any other Statutory modifications or re-enactment thereof. Such Arbitration shall be held in the city of Patna and the proceedings shall be conducted in English/Hindi language. The award given by the Arbitrator shall be final and binding to both BRBN and manufacturer.
25. **Jurisdiction** – Only the Courts at Patna may be approached to decide the dispute between the manufacturer and BRBN.
26. **Severability and Waiver** - If any provision of this agreement is or becomes, in whole or in part, invalid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court of competent jurisdiction holds any of the provisions of this agreement unlawful or otherwise ineffective, the remainder of this agreement will remain in full force and the unlawful or otherwise ineffective provision will be substitutes by a new provision reflecting the intent of the provision so substituted. Unless otherwise stated in the agreement, the failure to exercise or delay in exercising a right or remedy under this agreement shall not constitute a waiver of the right or remedy or a waiver of any other right or remedies, and no single or partial exercise of any right or remedy under this

agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

27. **Conduct** - By entering this agreement, the parties shall ensure that their business and activities are conducted in such a manner that the reputation, status and goodwill of each manufacturer are in no way adversely affected or compromised.
28. **Notices** - All correspondence and notices under this agreement shall be given in writing at the above mentioned addresses unless specified otherwise. In case of a change in address, the manufacturer shall notify, in writing, about such change.
29. **Amendment** - BRBN reserves the right to amend or change terms and conditions in the Agreement of manufacturer upon giving due notice to them as and when required and the same will be binding upon the manufacturer.
30. **Force Majeure-**
- a) Notwithstanding the provisions of Empanelment, the manufacturer shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure mentioned there in below.
  - b) For purposes of this clause, “Force Majeure” means an event beyond the control of the manufacturer and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, rain touched, lacking lustre, damage during transportation, quarantine restrictions and freight embargoes.
  - c) If a Force Majeure situation arises, the manufacturer shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48(forty Eight) hours. Unless otherwise directed by the Purchaser in writing, the manufacturer shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
31. **OTHER TERMS AND CONDITIONS**
- a) All documents mentioned will be submitted necessarily by bidder, if applicable. If bidder fails to submit those documents, he will be technically disqualified.
  - b) The quality performance report of Agri Inputs issued by competent authority for the previous years will be submitted by manufacturer.
  - c) Self-attested Photocopy of the Certificate issued by APEDA or its authorized Agency applicable only for each product of Bio Pesticides, Bio Fertilizer offered.

- d) Self-attested copy of Shop Establishment certificate issued by Labour Department.
- e) In case of pheromone trap, the manufacturer will submit the specification of all offered models and submit the list of plant, machinery and equipments required for manufacturing of these items.
- f) Any cutting on bidding document shall be attested and signed by authorized person. Any amendment in document submitted by bidder will not be entertained by BRBN

For the Manufacturer's use

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

Date (Seal)

Signature of the Manufacturer

Authorized Person Name.....



**Check-List for Documents attached**

(Please mark the document attached)

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

1. Duly filled in Application Form in prescribed format.
2. Non Refundable Application-cum-Empanelment Fee of Rs. 25000/- will be paid in form of RTGS/NEFT as per details given in time schedule of EOI. The deposit details of empanelment fee and EMD is to be attach in Annexure- E.
3. Copy of valid Manufacturing License of Input.
4. Copy of valid marketing License of Input for the State of Bihar.
5. Certificate of Incorporation/Partnership Deed/ Proprietorship Certificate.
6. Copy of Registration certificate under the Shop & Establishment Act.
7. Copy of supply orders from Govt. Dep't./Govt. Agencies.
8. Annual Profit & Loss Account and Balance Sheets of past three years with CA certificate with CA's/UDIN Seal (2020-21, 2021-22, 2022-23).
9. Copy of PAN, GST registration and Income Tax Return of last three years (2020-21, 2021-22, 2022-23).
10. Certificate for not black-listed/debarred by any Central/State Govt. on Stamp paper attested by notary.
11. Character certificate issued by DM/SP office.
12. List of Plants, machinery and equipment for manufacturing of Inputs.
13. The quality performance report of Agri Inputs issued by competent authority for the previous years .
14. Self-attested Photocopy of the Certificate issued by APEDA or its authorized Agency applicable only for each product of Bio Pesticides, Bio Fertilizer offered

**On Stamp paper with notary attestation**

To  
Managing Director, -  
Bihar Rajya Beej Nigam Ltd.  
3<sup>rd</sup> Flour Krishi Bhawan Mithapur patna-800001

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

Sir

I \_\_\_\_\_(Name & designation of Supplier firm) hereby declare that my firm any of its partners /Manufacture or any of its Directors is currently not debarred/ black- listed by any of the State/central Govt. Department or the seed corporation where I had supplied the agriculture as per information provided by in the Application form.

I/We declare that the information and documents submitted along with the bid by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by me/us.

I/We also understand that if the certificates submitted by me/us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, forfeiture of EMD and suspending of business for one year as well as legal action against me.

Thanking you,

Name  
Designation  
Name of the organization  
Full address  
Rubber stamp

Place:

Date :



# 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 e-mail: brbn.bih.mail@gmail.com

CIN : U01111BR1977SGC 001294

## Annexure-C

### Application Form for Empanelment of Supplier for supply of Agriculture Inputs

1. Name of Applicant : \_\_\_\_\_  
Firm/Manufacture (in Block Letters) : \_\_\_\_\_
2. Complete mailing address : \_\_\_\_\_  
  
Telephone (Office) : \_\_\_\_\_  
  
Mobile No. : \_\_\_\_\_  
  
Fax No. : \_\_\_\_\_  
  
E-mail : \_\_\_\_\_
3. Name & address of the Proprietor/  
Owner/Partner of the firm/Directors of  
the Manufacture. : \_\_\_\_\_
4. Details of deposit of Application/  
Empanelment Fee (RTGS No/Date) : \_\_\_\_\_
5. Input manufacturing license No. : \_\_\_\_\_
6. Input marketing license No. : \_\_\_\_\_
7. Income Tax No.(PAN No.) : \_\_\_\_\_
8. TAN No (If applicable) : \_\_\_\_\_
9. GST Registration No. : \_\_\_\_\_

10. Name of Bank, Account No.& : \_\_\_\_\_

Credit Limit : \_\_\_\_\_

11. Past experience for 3 years in dealing with Central/State Govt./Govt. agencies:

(Rs in Lakhs)

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

(Use separate sheet if required)

12. Particulars of business with any other firm/Manufacture (other than Govt. Agencies/ Central Deptt. as mentioned above) for the last 3years:

(Rs. in Lakhs)

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

(Use separate sheet if required)

9. Annual turnover during the last three years (Balance sheet/Audited Accounts maybe attached)

(Rs. In Lakhs)

S. No.	Financial Year	Total turnover
1	2020-21	
2	2021-22	
3	2022-23	

(Use separate sheet if required).

10. I accept all the terms & conditions mentioned in the document to be registered as empanelled supplier of BRBN.

11. I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my application may be treated as rejected by BRBN management.

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

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

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

Place & Date :

**Name of Agri Input:-**

This is probable list of products viz PP Chemicals, Micronutrients, Bio-Fertilizers, Organic Fertilizers, Bio-Pesticides, Bio-agents, pheromone traps & lure etc. which at present BRBN intends to produce moreover this is not the exhaustive list, the number of these products may be altered/changed/added/deleted any time as per requirement of BRBN.

<b>S.N.</b>	<b>Item Description</b>
<b>1</b>	<b>2</b>
	<b>PART-A PP CHEMICALS</b>
1	2,4-D Amine Salt 58% SL
2	2,4-D Ethyl Ester 38% EC
3	Acephate 75% SP
4	Acetamiprid 20% SP
5	Alphamethrin 10% EC
6	Anilophos 30% EC
7	Atrazine 50% WP
8	Bispyribac-sodium 10%SC
9	Bromodiolene 0.005%
10	Buprofezin 25% SC
11	Butachlor 35% EC
12	Butachlor 50% EC
13	Carbendazim 12%+ Mancozeb 63% WP
14	Carbendazim 50% WP
15	Carbofuron 3% C.G
16	Cartap Hydrochloride 4% GR
17	Cartap Hydrochloride 50% SP
18	Chlorantraniliprole 18.5% SC
19	Chlorfluazurone 5.4% EC
20	Chlorimuron Ethyl 25% WP
21	Chlorothalonil 75% WP
22	Chlorpyrifos 20% EC
23	Chlorpyrifos 50% EC
24	ClodinofofPropagyl 15% WP +Metsulfuron Methyl 1%
25	Clodinofof propargyl 15% DF
26	Clodinofof propargyl 15% WP
27	Copper Oxychloride 50% WP
28	Cypermethrin 10% EC
29	Cypermethrin 25% EC

30	Deltamethrin 2.8% EC
31	Dicofol 18.5% EC
32	Difenoconazole 25% EC
33	Diafenthiuron 50 % WP
34	Dimethoate 30% EC
35	Emamectin Benzoate 5% SG
36	Ethion 50% EC
37	Fenvalerate 0.4% dust
38	Fenvalerate 20% EC
39	Fipronil 0.3% G
40	Fipronil 5% SC
41	Flonicamide 50% WG
42	Fluchloraline 45% EC
43	Gibberellic Acid 0.001% L
44	Hexaconazole 5% EC
45	Imazethapyr 70% WG
46	Imidacloprid 17.8% SL
47	Imidacloprid 70% WG
48	Imizathypyr 10% SL
49	Indoxacarb 14.5% SC
50	Indoxacarb 15.8% EC
51	Iprobenfos (Kitazin) 48 ec
52	Isoproturon 75% WP
53	Lambda Cyhalothrin 2.5%EC
54	Lambda Cyhalothrin 5%EC
55	Malathion 5% dust
56	Malathion 50% EC
57	Mancozeb 63%+Carbendazim 12% WP
58	Mancozeb 75% WP
59	Mancozeb 75% WP
60	Metalxyl 35% wS
61	Metalaxyl-M 4% + Mancozeb 64% WP
62	Methyl Demeton 25% EC
63	Metsulfuron Methyl 20% WP
64	Novaluron 10% CG
65	Oxydemeton Methyl 25% EC
66	Oxyflourfen 23.5% E.C(w/w)
67	Paraquate Dichloride 24% SL
68	Pendamethlin 30% EC
69	Permethrin 25% EC
70	Pretilachlor 50% EC
71	Profenophos 50% EC

72	Propiconazole 10% EC
73	Propiconazole 25% EC
74	Quinalphos 1.5% dust
75	Quinalphos 25% EC
76	Sodiumacifluron 16.5% + Clodinofof Propargyl 8%
77	Spinosad 2.5% SC
78	Spinosad 45% SC
79	Streptomycin Sulphate IP 90% WW+ Tetracycline Hydrochloride IP 10% WW
80	Sulfosulfuron 75% WP + Metsulfuorn Methyl 5% WG
81	Sulphosulfuron 75% WDG
82	Sulphur 80% WDG
83	Tebuconazole 25.9% E.C.
84	Thiamethoxam 12.6%+ Lambda - Cyhalothrin 9.5% ZC for Indigenous Manufacture
85	Thiomethoxam 25% WG
86	Thiomethoxam 70% WS
87	Thiophenate Methyl 70% WG
88	Thiram 75% WS
89	Tricyclozole 75% WP
90	Zinc Phosphide 2% RB
91	Zineb 80 %WP
	<b>PART-B BIO-AGENT/BIO-PESTICIDES</b>
92	Neem Based Granular Azadirachtin 0.15% (1500 PPM)
93	Neem Extract concentrate containing Azadirachtin 10%wiw min.
94	Neem Extract concentrate containing Azadirachtin - 5%wiw min.
95	Neem Kernel Based EC Containing Azadirachtin 0.3%w/w min. (3000 PPM)
96	Neem oil Based EC Containing Azadirachtin 0.03% (300 PPM) Min.
97	Neem oil Based EC Containing Azadirachtin 0.15% EC (1500 PPM) Public Health Insecticide
98	Neem seed kernel based EC containing Azadirachtin – 1% (10000 ppm) min.
99	Neem seed kernel based EC containing

	Azadirachtin – 0.15% (1500 ppm) min.
101	Metarhizium anisopliae 1.0%WP
102	Bacillus thuringiensis israelensis (serotype 3a3b3c)- 5.0%AS
104	Pseudomonas fluorescens-2.0% AS
105	Trichoderma harzianum 2.0% AS
107	Verticillium Chlamydosporium 1.0 % WP
108	Verticillium lecanii-1.15% WP
109	Bacillus subtilis 1.5% AS
111	Pheromone traps (white grub control)
	<b>PART-C ORGANIC FERTILIZER</b>
112	Vermi Compost
113	City compost
114	PROM
115	Organic Mannure
116	Bio Enriched Organic Manure
117	Mix Micronutrient Raj Grade II
	<b>PART-D BIOFERTILIZERS/ MICRO-NUTRIENTS</b>
118	Bio-Fertilizer - Rhizobium (Powdered Form)
119	Rhizobium (Liquid $1 \times 10^8$ cell/ml)
120	Bio-Fertilizer -Azotobactor (Powdered Form)
121	Bio-Fertilizer -Azotobactor (Liquid Form) CFU minimum $1 \times 10^8$ per ml
122	Bio-Fertilizer - P.S.B(Powdered Form)
123	Bio-Fertilizer - P.S.B (Liquid Form) CFU minimum $1 \times 10^8$ per ml
124	Potassium Mobilizing Biofertilizer (KMB) (Powdered Form)
125	Potassium Mobilizing Biofertilizer (KMB) Liquid CFU minimum $1 \times 10^8$ per ml
126	Zinc Solublizing Biofertilizer (ZSB) ( Carrier )
127	Zinc Solublizing Biofertilizer (ZSB) ( liquid )
128	Carrier Based Consortia ( carrier $5 \times 10^7$ cell/gm )
129	Acetobater ( carrier $5 \times 10^7$ cell/gm )
130	Acetobacter (Liquid) $1 \times 10^8$ cell/ml



131	Mix Micronutrient Raj Grade II
132	Mycorrhiza
133	Zinc Sulphate 21%
134	Zinc Sulphate 33%
135	Ferrous Sulphate 19%
136	Copper Sulphate 24 %
137	Magnesium Sulphate 9.6%
138	Sulphur 90%
139	Humic Acid

**Details of RTGS/NEFT Payment of Application/Empanelment Fee/EMD etc.**

1. Name of Manufacturer- :
2. Bank Name :
3. Bank Account No. :  
(Through which payment made)
4. IFSC code :
5. Name of the Account Holder :
6. Type of Account :
7. Mobile Number  
(Manufacturer/Authorized Representative)
8. Email ID of manufacturer :
9. Paid Application/Empanelment Fee (Rs.) :  
(UTR/Transaction No. & Date and  
Attach the acknowledgment of Bank with seal)
10. Paid EMD Amount (Rs.) (Only for selected Manufacturers )  
UTR/Transaction No. & Date and  
Attach the acknowledgment of Bank with seal)
11. Bank Branch Address :