

**QUOTATION NOTICE NO. : PROCESSING-06/2024-25****(COMPETITIVE BIDDING NO. 06/2024-25)****QUOTATION DOCUMENT FOR SUPPLY OF B.TWILL GUNNY BAGS****Quotation Schedule/Programme:**

S.No.	Activity	Date/Time: Duration
1	Start Date of Download & Submission of Tender	From 27/11/2024 (15.00 hrs.) on e-Procurement Portal: ( <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a> )
2	Pri-Bid Meeting	From 09/12/2024 (15.00 hrs.) at BRBN Krishi Bhawan 3rd floor, Mithapur Patna
3	Last Date/time for submission/ uploading of Bid	16 /12/2024 Up to... (14.00 hrs.) on e-Procurement Portal: ( <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a> )
4	Date & time for opening of Technical Bid	16 /12/2024 (16.00 hrs. on e-Procurement Portal): ( <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a> )
5	Contact person/Nodal Officer for queries	Sri A.M Choudhary Mo.-7903697712
6	Financial Bid opening date & time	After Evaluation of Technical Bid , it will be intimated to eligible bidder .( <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a> )
7	Validity Period	120 days

*(It Consists of page 1 to 25 including cover page no.- 1)*

**BIHAR RAJYA BEEJ NIGAM LTD.**

3<sup>rd</sup> Floor, Krishi Bhawan, Mithapur ,Patna-1, Bihar

[WWW.brbn.bihar.gov.in](http://WWW.brbn.bihar.gov.in), Email: [brbn.bih.mail@gmail.com](mailto:brbn.bih.mail@gmail.com)

## Bihar Rajya Beej Nigam Ltd.

3<sup>rd</sup> Floor, Krishi Bhawan, Mithapur, Patna-1, Bihar

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# 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: 0512 2547066 website: brbn.bihar.gov.in e-mail: brbn.bin.mail@gmail.com

CIN : U01111BR1977SGC 001294

## NOTICE INVITING QUOTATION

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

**Quotation Notice No. Processing- 06/2024-25**

Bihar Rajya Beej Nigam Limited invites under two bid systems from reputed Manufacturers/ Suppliers/Authorized Agents for supply of B.Twill Gunny Bags as per following details.

S.No.	Name of work	Capacity of Bag (in kg.)	Qty. in Nos.	Cost of tender document (in Rs.) In hand copy by DD (Non refundable)	Quotation processing fee (Non Refundable) (Inclusive of GST @18.00%) to be paid through e-payment mode (ie. NEFT/RTGS/ Credit Card/ Debit Card) in Rs.	Earnest Money Deposit (In Rs.) In hard copy by D.D
1	2	3	4	5	6	7
1	B.Twill Gunny Bags Size 94x57cm (one side printed)	50 kg	7,00,000	1000.00	Rs. 1180/-	12,00,000.00

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



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8. Detailed descriptions of the item and instructions for submitting your offer can be downloaded from e-tender website (<https://www.eproc.bihar.gov.in>)
9. Tender Fee/Cost has to be paid offline while requesting of tender documents.
10. Tender Processing Fee (TPF) amount to be paid through e-Payment mode (i.e. NEFT, Internet Banking, Credit/Debit Card) only.
11. Bids along with necessary online payments (Tender Processing Fee) must be submitted through **e-Procurement Portal** (<https://www.eproc.bihar.gov.in/BELTRON>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay/ Non Submission of Tender/Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
12. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in **e-Procurement Portal** (<https://www.eproc.bihar.gov.in/BELTRON>) at the respective stage only.
13. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the **e-Procurement Portal** (<https://www.eproc.bihar.gov.in/BELTRON>)
14. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
15. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents on the **e-Procurement Portal** (<https://www.eproc.bihar.gov.in/BELTRON>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded/readable.
16. For support related to quotation process, bidders may contact at (<https://www.eproc.bihar.gov.in/BELTRON>)
17. **Corrigendum/Addendum**, if any, will be published on the **e-Procurement Portal** (<https://www.eproc.bihar.gov.in/BELTRON>) and departmental web [www.brbn.bihar.gov.in](http://www.brbn.bihar.gov.in)
18. Two samples to be submitted one day prior to closing of tender which will be sent for testing to any Certified NABL lab. Price bid of only technically qualified party will be open.

  
 Managing Director  
 Bihar Rajya Beej Nigam

# TENDER DOCUMENT FOR PART "A"

## TECHNICAL BID







## BIHAR RAJYA BEEJ NIGAM LIMITED

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CIN : U01118R1977SGC 001294

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

1. Bihar Rajya Beej Nigam Ltd. (herein after called the purchaser) invites quotation for the purchase of B.Twill Gunny Bags (50 kg capacity) as mentioned in the Quotation Notice for collection of different seeds of cereals, Oil Seeds, Pulses. etc.

Quotation No.	Sl. No.	Description of Items	Capacity of bag (in Kg.)	Qty. (in nos)	Cost of Quotation document (in Rs.)	Amount of EMD (in Rs.)
Short Quotation No. Processing-04/2020-21	1	B.Twill Gunny Bags	50	7,00,000.00	1,000.00	12,00,000.00

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

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

2. The specification of the bags may be seen in seen at **Annexure A-1**
3. The terms & conditions of the purchase of bags may be seen at **Annexure-B**.
4. The bidders are clearly advised to go through the specification of the bags & terms & conditions carefully before filling the quotation forms. Bihar Rajya Beej Nigam Ltd. will not be responsible for any mistakes/error committed by the bidders in filling of the tenders.
5. The bidders are required to deposit the fixed amount of EMD strictly as per tender document with the Technical Bid without which the tender will be rejected.
6. The bidders must produce authorization certificate from the proprietor/partner, if their representative participate in the tender.
7. The MSEs owned by SC/ST Entrepreneurs must submit the certificate of SC/ST from the appropriate authority of the State along with ID proof so as to verify that owner of the MSEs is SC/ST candidate in order to extend the exemption facilities to them.



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CIN : U01111BR1977SGC 001294

### Qualifying criteria/items for TECHNICAL BID

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

**Bihar Rajya Beej Nigam Ltd.**

Patna-800001(BIHAR)

#### **Check list of enclosures for Technical Bid:**

S.No.	For Supply of B.Twill Gunny Bags 50 kg capacity (one side printing)
1	GMD as per Quotation notice
2	Income Tax Return for the year 2021-22, 2022-23 & 2023-24 duly acknowledged by IT Dept.
3	Partnership Deed/Articles of Association/copy of by laws.
4	Certificate of registration of the firm in respect of GST & PAN No.
5	Experience certificate of last three years for supply of Jute bags to PSUs/State Govt./ Allied Organisations /Cooperative agencies along with copy of supply order.
6	Audited Balance sheet of the company for the year 2021-22, 2022-23 & 2023-24 duly signed by Chartered Accountants and average turnover should not be less than Rs. 20 (twenty) crore for 3 financial years. The bidder must be submitted To turnover certificate issued by Chartered Accountant.
7	Whether the company has been blacklisted by any organization? If yes, the details thereof. If not, a notarial affidavit.
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 that he accepted & agreed all the terms & condition of the bags unconditionally.
10	Notarial affidavit must be <b>uploaded</b> as per <b>Annexure-1 (A)</b> format.
11	Two Nos of samples
12	BIS License Copy , Tenderer must have BIS of Btwill Bags.
13	Two samples to be submitted one day prior to closing of tender which will be sent for testing to any Certified NABL lab. Price bid of only technically qualified party will be open.



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CIN : U01111BR1977SGC D01294

### Price Bid will contain the following:

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

### SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE BIDDERS

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



**ANNEXURE A-1****SPECIFICATION OF B.Twill Bags**

1. B.Twill bags 94x57cm(50/50kg capacity) one side printed	
1. Weight per bag (gram)	665 + 7.5%/- 6% At 20% moisture Or 1.47 lbs.
2. Length (outside) mm	940+3%/- 0%
3. Width (outside)mm	570+3%/- 0%
4. Ends d.m.	76+4.2
5. Picks d.m.	28+ 2/-1
6. Stitches/dm(Hercle)	10+1 /-1
7. Moisture Regain	22 max
8. Branding & General Appearance:	
9. Wrapway (in kgf)	160.00
10. Weftway (in kgf)	165.00
11. Seam Breaking Loads (kgf)	62.00

- (i) **Stitching-** Bags should be stitched double lock, with inside a between the two stitches. Stitching should be made with unbleached 9 ply No. 2 closing thread. Hercle stitching in case of B.Twill bags and Hessian Bags.
- (ii) **Printing:-** All the bags will be printed as per the specification enclosed on one side of the bag including texts. The cost of screen will be met by the supplier.
- (iii) Rate should be quoted for FOR destination door delivery at in Regional Offices- Kudra, Bhagalpur, Hajipur, Begusarai and Sherghat (Gaya)

1. A undertaking on Rs. 100 Non Judicial Stamp paper or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/ Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure 1(A)

2. A affidavit on Rs. 100 non judicial stamp paper of self attested that **price charged for stores/Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department/Institution/Public Enterprises/Undertaking during the period of contract.**

3. Evidence of Access of Finance Required for work(with Valid Proof):-

I hereby certified that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by Bihar Rajya Beej Nigam Ltd management.

Thanking you,

Signature

Place.....

Name of Authorised Signatory.....

Date.....

Address.....

Phone No.

Mobile No.

SEAL

**Note:** All particulars are to be filled properly & correctly if required extra sheet can be attached.

**ANNEXURE A-2****Financial Bid**

Sl.No.	One Bag @ (B. Twill Gunny Bag Size 94x57cm (one side printed)	Price of One Bag in Rs. including GST & All Applicable Taxes
1.	One Piece	Rs.



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CIN : U01111BR1975GC 001294

## Annexure-B

### TERMS AND CONDITIONS

1. The quotation is to be invited on Two Bid System (Technical Bid and Price Bid)
  - 1.1 The Technical bid will contain EMD & other relevant documents like Income Tax return, Balance sheet, experience certificate, along with performance certificate etc. The price bid will contain the rates quotation by the bidder on F.O.R destination basis inclusive of all packing & insurance charges for safe transit.
  - 1.2 Bidders must fill their rates both in words and figures in this quotation form of price bid. The technical bid should be submitted with fixed amount of earnest money.
  - 1.3 No alterations 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 Nigam as notified in the quotation notice, in shape of Bank draft. No EMD in cash or cheque will be accepted.
    - (a) Offers without Earnest Money will be rejected.
    - (b) NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE 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) The bidders who are interested to quote the rates one or two items are eligible for participation in the quotation and will have to deposit full & fixed amount of EMD notified in the NIT and no exemption or relaxation on this ground will be accepted.
    - (d) Bidders belonging to, wholly owned by Central/State Government will be exempted from depositing EMD/Security Deposits. However, public undertakings not wholly owned by Central/State Govt. will be required to pay EMD/Security Deposit.
  - 1.5 (a) In case of selected bidders the earnest money will be adjusted against the security deposit and the balance if any, will have to be made by him/them within the above said period.
  - (b) The Nigam 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 Nigam or conditional quotations or bidders who do not adhere to the prescribed time schedule, are likely to be rejected.
  - 1.7 Only one rate will be entertained against one item.
  - 1.8 Any special conditions which may be prescribed for specific purpose shall also be treated as part of this quotation condition for all purposes.



## **2. ACCEPTANCE OF QUOTATIONS**

- 2.1** The Nigam 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 Nigam in the matter shall be final and binding.
- 2.2** The Nigam 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 will not be considered.

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

## **4. AMENDMENT IN QUOTATION DOCUMENT**

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

## **5. OTHER CONTRACTUAL OBLIGATIONS**

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

## **6. INSPECTION (HDPE/Non Woven Bags) AND PACKING**

- 6.1** These Bags unless otherwise specified in the contracts, 100% pre-dispatch inspection shall be carried out by M/s Inspection Syndicate of India Pvt. Ltd, Marshall House, (8<sup>th</sup> floor), Room No.- 876-878, 33/1 Netajee Subhas Road, Kolkata 700001 or M/s Excel Surveyors Pvt Ltd, Kolkata or any other designated Institute/Firm/Company.
  - a)** Lab Test
  - b)** Sealing & Coding
  - c)** Super vision on spot loading.

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

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

## **7 SUPPLIES AS PER SPECIFICATIONS:**

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

## **8 QUALITY COMPLAINTS :**

- 8.1 In case of any quality COMPLAINT the supplier and inspection agency both will be asked to attend the complaint through the registered/speed post/courier/fax and segregate the exact number of defective/substandard material so that penal deduction may be made by the Processing Division while forwarding the bills to the Finance Division for releasing 80% payment to the supplier as per norms .
- 8.2 In case of length and width of all type of bags from 1 to 100kg. capacity, the maximum acceptance limit criteria(beyond the tolerance limit mentioned in the specification of BIS) is only up to 3cms. This acceptance limit will be measured after allowing the tolerance limit mentioned in the specification of BIS. The consignment having the deviation beyond the maximum acceptance limit will be rejected summarily and action as per clause no. 21 will be taken.

## 9 CONSEQUENCE OF NON-SUPPLY AND DAMAGES:

- 9.1 In case the lowest-1(L01) party whose rates are accepted, unable to supply the whole ordered quantity of packing material mentioned in the supply order, the L-2/L-3 parties will be asked to supply the rest of the quantity at L-1 rates.
- 9.2 All risks of losses, damages or depreciation to goods shall be upon the supplier until the material is delivered at site in accordance with the provisions of Contract.
- 9.3 Assuming that if the supplier fails to deliver any or all the material covered by the contract, the purchaser reserves the right, in addition to other legal remedies, to cancel the contract or any portion and hold the supplier liable for all damages sustained by virtue of said cancellation and failing to perform the contracts.
- 9.4 In case, the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the 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.
- 9.5 The maximum acceptance limit in case of length and width in respect of all type of bags from 1 to 100kg capacity is only upto 3cms. This acceptance limit will be measured after allowing the tolerance limit provided in the specification BIS. The material found having the deviation beyond the maximum limit of 3Cms, as referred above will be summarily rejected.
- 9.6 In case the material is rejected at the receiving unit on the ground of deviation in the length and width more than the acceptable limit(beyond the tolerance limit mentioned in the specification of BIS), the supplier will have to replace the same with standard supply on his own cost within 15 days duly 100% pre inspected from ISOIPL Kolkata or M/s Excel Surveyors Pvt Ltd, Kolkata or any other designated Institute/Firm/Company if asked by the Nigam in writing failing which the Nigam will be free to procure the material on the risk and cost of the supplier. If the party fails to replace the rejected material within stipulated time period, the security amount will be forfeited. And No payment for the goods supplied will be made to the party.
- 9.7 If the party fails to replace the rejected material within stipulated time period, the party may be delisted for two years in addition to forfeiture of security amount.
- 9.8 If any lot rejected by the committee because of having the deviation beyond the acceptable limit (beyond the tolerance limit mentioned in the specification of BIS) and the supplier disputed the decision of the committee, in such case, the sampling in the presence of committee including supplier and one representative of inspection agency will be made and send to third party inspection i.e in any Govt. recognised/BIS approved lab and their decision will be final on both the parties. In case the material fails in the said lab the Nigam reserves the right to take action as per clause no. 21.



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

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

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

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

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

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

#### **14 PERFORMANCE SECURITY DEPOSIT**

- a) The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract need to provide a Performance Security deposit. Performance Security Deposit would be for an amount of 5% (five percent) of the value of the awarded contract. Performance security may be furnished in the form of an account payee Demand Draft/Fixed deposit receipt from a commercial bank/Bank Guarantee from a Commercial bank in favour of Managing Director, Bihar Rajya Beej Nigam Ltd(BRBN), payable at Patna.
- b) The proceeds of the Performance Security deposit shall be payable to the BRBN as compensation for any loss (including loss of opportunity, time, or cost) resulting from the Bidder's failure to comply with its obligations under the Contract.
- c) The Performance Security deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. It shall be non- interest bearing.

#### **15 VALIDITY OF RATE AND PERIOD**

- a) The bidder shall keep their rates open for a period of 01(one) year from the date of awarding of contract. The contract can be extended further by 02 (two) years with mutual consent with same rate, terms and conditions. However, the contract can be terminated by BRBN, Patna at any time without assigning any reason by giving a notice of one month.
- b) Bags shall be purchased for the Nigam time to time as per requirement in Rabbi & Kharif Season. The numbers of bags shown in the tender can be increased or decreased as per requirement of BRBN.

#### **16 FORFEITURE AND REFUND OF THE EARNEST MONEY/SECURITY DEPOSIT**

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

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

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

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

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

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

19 **NEGOTIATION**

If L-1 price is not reasonable, the Nigam 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 Nigam depending upon the merit of the case. The negotiation will be made only by the purchase committee as per guidelines of CVC with the approval of the Competent Authority.

20 **Settlement of Disputes**

- Any difference or dispute out of or in connection with this quotation or acceptance thereof, on the contract entered or consequence thereof, shall be decided by arbitration. The Managing Director of the Nigam or his nominees shall be the sole arbitrator and the arbitrator's decision shall be final and binding on both the parties. The nominees may be an officer of the Nigam. The tenderers will have no objection to such appointment of any body, on the ground whatsoever, including that the such nominees in his official capacity deal with the matter at any stage.
- 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.

21 **Penalty Clause**

Penalty Norms on account of supply the inferior quality of B.Twill Bag

The material should be strictly supplied to conform their conformity to the contract. In case any deviation in technical specification reported sub standard in Test Report by designated lab, same goods shall be consider to be accepted as per clause above with imposing penalty as per the norms given below and same to be recovered from the payments/dues of the supplier.

22 **B.Twill Gunny Bags(50/60 kg)**

(a) **Penalty for breaking strength/breaking load of cloth(min)**

The penalty on this account shall be operated as per the table given below :

Seam Breaking load of cloth (kgf).

Warp way (in Kgf)	Weft way (in Kgf)	Penalty (%)
160.00	165.00	0
145.60	150.15	0.5
131.20	135.30	1
102.40	105.00	2
88.00	90.75	3
73.60	75.90	4



**(b). Seam strength load (kgf)**

The penalty on this account shall be operated as per the table given below:

Seam breaking load (kgf)	Penalty(%)
60.0	0
59.74	0.25
57.49	0.5
56.42	1
50.72	1.5
48.47	2

**c. Penalty for shortages in ends & picks per decimetre:**

Penalty on this account shall be computed based on the following formula.

$$E+F$$

$$P = \frac{\text{Sum of prescribed ends and picks per decimetre where}}{\text{Sum of prescribed ends and picks per decimetre where}} \times 100$$

Sum of prescribed ends and picks per decimetre where

P= Penalty in %

E= Variation in warp(ends)/per dm

F= Variation in weft ( picks)/dm

Note: Penalty on account of shortage in Ends & picks will be imposed only if variation in ends&picks/dm is below the prescribed standards i.e 76 ends/dm tolerance +4-3 and 31 picks/dm tolerance +2-1. A double warp 2/1 twill weave sacking Jute Cloth with 76 ends/dm 31 picks/dm and weighing 665 gm/m<sup>2</sup>

**(d) Fabric Weight :**

Penalty on this account shall be imposed as given below:

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

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

## **AGREEMENT /BANK GUARANTEE FORMAT PART "B"**



## AGREEMENT

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 Pant Bhawan, 6<sup>th</sup> floor, Bailey Road, Patna (hereinafter called "Nigam" 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 " Nigam" with the intention of purchasing JUTE BAG, B.TWIL BAG & HDPE BAGS Non Woven Bags etc. invited offers vide quotation No. ....

AND WHEREAS the supplier submitting their quotation No.....and upon consideration of the tender and after due deliberation, the Nigam 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 Nigam and the supplier have agreed to all the terms and conditions as contained in quotation document, which shall also form part of this agreement.

**For and on behalf of the supplier**

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

**Witness**

1  
2.  
3.

**Witness**

1  
2.





## BIHAR RAJYA BEEJ NIGAM 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.mati@gmail.com

CIN : U01111BR1977502 001294

### **BANK GUARANTEE IN LIEU OF EARNEST MONEY/ SECURITY MONEY**

The Bank Guarantee executed on this.....day of 2024 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 an earnest money/security money of Rs.....or furnish a Bank Guarantee in lieu of the earnest money/security money in respect of tender for supply of B.Twill/D.W.Jute Canvas Bags HDPE & non woven bags mentioned in the quotation document/supply order.

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

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

1. If the bidder/supplier commits any breach of the terms and conditions of the quotation documents/ supply order in respect of tender and becomes liable to forfeiture of the earnest money/security money or any part thereof, the Bank hereby unfortunately and irrevocably agrees and undertakes and guarantee to pay to the Nigam on demand and without demand the amount of earnest/ security money stated above.
2. The Bank further agrees that the Nigam shall be the sole judge of and as to whether the said bidder/supplier has committed and breach or breaches of any of the terms and conditions of the quotation document/supply order and the 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. Notwithstanding anything contained herein before the liability of the Bank under this guarantee is restricted to Rs.....The guarantee of the Bank shall remain into force up to 210 days from the date of opening of the tender in case of earnest money from the date of submission against security money deposit unless the Nigam make a claim from the Bank in writing on or before the said 180 days, all the rights of the Nigam under the said guarantee shall be forfeited and the Bank shall be relieved and discharge from all liability hereunder.

1. **Witness** -

2. **Witness** -

**For and on behalf of**

## SPECIFICATION OF BAGS PART "C"





## Annexure- I (A)

## 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 of Gunny Bags as per the Quotation Notice No. Processing- 06/2024-25 of Bihar Rajya Beej Nigam Ltd, do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

Place:

Dated:

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

**DESPATCH DESTINATION**

Btwill Bags shall be supplied to the following locations of the BRBN, Ltd. On the F.O.R. Basis (Door delivery at BRBN's Godown).

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