



TERMS AND CONDITIONS
OF
EXPRESSION OF INTEREST (EOI)

For Registration of Companies for providing
e-platform for disposal of Non seeds &
Rejected Bags

(It consist of page 01 to 13 including cover page no. 01)

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 मंजिल, कृषि भवन, मीठापुर परिसर, पटना – 800001 (बिहार)

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

CIN : U01111BR1977SGC 001294



BIHAR RAJYA BEEJ NIGAM LIMITED

(A Govt. of Bihar Undertaking)

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

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

VERY SHORT NOTICE

EOI for Registration of Companies for providing e-market platform for disposal of Non seeds & Rejected Bags

Bihar Rajya Beej Nigam Limited invites offer from Agency (Digital Platform) for Empanelment for providing e-market Platform for Sale/Disposal of non seeds of Cereal/Pulses/ Oilseeds/Fodder/ Green Manure/Jute/Horticultural seeds and Rejected bags. The stock will be available for sale on "AS IS WHERE IS BASIS".

Form can be downloaded from the website www.brbn.bih.nic.in and www.krishi.bih.nic.in. The last date of submission of form is 30.12.2021 upto 1.00 PM. If required, the Corrigendum/Correction slip may be issued by BRBN up to 29.12.2021 before submission of EOI and same will be uploaded on websites only.


Chief of Marketing



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EXPRESSION OF INTEREST (EOI)

EOI is invited for Agency (Digital Platform) for Empanelment for providing e-market Platform for Sale/Disposal of Non seeds & Rejected Bags.

Tender Schedule & Contact Details:

Particulars	Details
Date of issue of EOI	15.12.2021
Issuance/Download Start Date/time : Issuance/Download End Date/time :	15.12.2021 – 10:30AM 30.12.2021 – 01:00 PM
Schedule for bid submission:	Up To 01:00 PM on 30.12.2021
Schedule for opening of Bid:	04:00 PM on 30.12.2021
Address for Communication	M.D., Bihar Rajya Beej Nigam Limited, 3 RD Floor, Krishi Bhawan, Mithapur Parisar, Patna – 800001 (Bihar)
Contact Phone No &E-Mail	0612- 2547066& Mail: brbn.bih.mail@gmail.com / brbnmarketingpatna@gmail.com

Details of eligibility criteria, tender schedule and other Terms and Conditions can be viewed and downloaded from www.brbn.bihar.gov.in. Interested Companies/Firm may submit their bid on or before **01:00 PM on 30.12.2021**. The bid will be opened on the same day at 04:00 PM. BRBN reserves the right to make any change or modification in Tender Document or even scrap the Tender at any stage without assigning any reason.


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Bihar Rajya Beej Nigam Ltd., (BRBN) Patna invites EOI from the Agency (Digital Platform) for Empanelment for providing e-market Platform for Sale/Disposal of non seeds of Cereal/Pulses/ Oilseeds/Fodder/ Green Manure/Jute/Horticultural seeds and Rejected bags from regional BRBN office i.e Hajipur, Kudra, Sherghati, Bhagalpur and Begusarai..

INSTRUCTIONS TO BIDDER –

I. PREPARATION & SUBMISSION OF APPLICATIONS:

Detailed NIT may be received from the office of BRBN or downloaded from BRBN website.

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 disregarded.

III. OPENING AND EVALUATION OF APPLICATIONS:

BRBN shall open documents of the Applicant on the Application due date i.e., in the presence of the Applicants who choose to attend. BRBN will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.

IV. DISCLAIMER:

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

Expression of Interest for Registration of Companies/Firm for providing e-market Platforms for disposal Crop Non-Seeds/Substandard seed “AS IS WHERE IS BASIS”.

BRBN

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 /Truthful/Hybrid Labeled Agriculture Crop Seeds.

2. Definitions:

- 2.1 BRBN means unless excluded by and repugnant to context or the meaning thereof, shall mean "Bihar Rajya Beej Nigam Limited." which has invited bids under this Expression of Interest and shall be deemed to include its successors and permitted assigns.
- 2.2 'EOI' means this Expression of Interest for Registration of Companies/Firm for providing e-platform for disposal of non-seeds/substandard seeds.

3. About EOI:

In order to augment the production quantity, BRBN requires "Company for providing e-market for disposal of various Crop Non-Seeds/Substandard seeds and rejected bags on "As per Requirement Basis".

4. Objective:

- 4.1 BRBN is looking for the empanelment of agency having digital market platform, where auction shall be conducted in fair and transparent manner for the disposal/sale of various crop Non-Seeds/Substandard Seeds of Cereals, Pulses, Oil-seeds, Fodder, Fiber and Green Manure and Vegetable Seeds on "AS IS WHERE IS BASIS". Agency will be acting only as a service provider in the e-auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-Auction. Agency or its subsidiary has no conflict of interests/businesses of related to the warehousing/assaying/collateral.
- 4.2 Companies satisfying Eligibility criteria as per the EOI may respond.

5. Terms and Conditions of Registration of Companies/Firm are as follows,

- 1. Eligibility Criteria for the Selection of Agency (e-Market Platform):** The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.
- 2.** The Applicant must have at least Ten (10) years of experience in providing digital market place for procurement and sale of Agri commodities related services to Government organizations/ Departments/ Regulators/ Semi Government Departments/PSUs/Development Authorities/ Urban Local Bodies.
- 3.** The Applicant must have a minimum annual turnover of INR fifty (50) Crore during each of the last three (3) financial years i.e 2018-19, 2019-20, 2020-21 from India operations. The same shall be demonstrated by submitting audited

financial statements for the last three (3) years duly certified by Chartered Accountant.

4. The Company should have valid income tax/PAN No. The copy of same should be submitted along with form.
5. The tenderer should have valid GST/Certificate of registration issued by commercial tax department. The copy of such document/Certificate should be submitted along with Form.
6. Organizations or its subsidiary should not have any conflict of interests/Business related to assaying/warehousing/collateral etc.

Note : (a) If any tenderer does not qualify as per above criteria, his/her tender will be rejected.

7. **Certification for Non-Blacklisted:** The Company/Firm or any Director of the Company or Partner of the firm should not have been debarred/blacklisted by any Govt.(State or Central) agency or State Seed Corporation during the last 3 years. Certification in this regard should be submitted as per **Annexure-B**.
8. Failure to produce the documents as necessary proof while submission of request for Registration of Companies/Firm proposal shall render the applicant ineligible for Registration.
9. The Company/Firm should not provide any financial proposal with the response to this EOI.
10. **Scope of Registration of Companies:**
 - a. Registration would be for Agency (Digital Platform) for Empanelment for providing e-market Platform for Sale/Disposal of Non seeds of different varieties as per requirement from time to time.
 - b. Registration would be for three years from the date of finalization of registration which may be extended for further one year after satisfactory performance during the year.
 - c. Individual bids will contain detailed terms and conditions, instructions, location details and scope of work etc.
 - d. The bids will be scrutinized by the BRBN purchase committee.
11. **Registration Procedure:**

The Company/Firm should be registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 for providing e-market Platforms for Sale/Disposal of Non seeds

The Company/Firm satisfying eligibility criteria will be short listed after due scrutiny of documents.

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:

- a. The stock is available for sale on "AS IS WHERE IS BASIS".
- b. Telegraphic/Fax Tenders will not be accepted.
- c. Conditional offer shall not be accepted by BRBN.
- d. BRBN also reserves the right to accept in whole or part of the offers made. The decision of the BRBN in this regard shall be final and binding on the tenderer.
- e. BRBN reserves the right to accept/reject any or all of the tenders without assigning any reason whatsoever.
- f. In the event of any questions/dispute of difference arising between BRBN and the tenderer on any matter covered by these terms and conditions, the matter shall be referred to MD, BRBN whose decision will be final. The tenderer shall have no objection in this regard. Subsequently the courts at Patna alone shall have jurisdiction to adjudicate thereon.
- g. The tenders should be submitted only after agreeing all the above terms and conditions and conditional tenders will be rejected.
- h. Attached declaration form must be submitted along with offer duly filled up.

13. OTHER TERMS AND CONDITIONS:

1. Tenderer will have to sign all the pages of tender document along with Seal before submitting the tender document in closed envelope.

Note : If required, the Corrigendum/Correction slip may be issued by BRBN up to 6 days before opening of Tender and same will be uploaded on websites only as mentioned in the tender document.

14. Termination of Contract.:

- a. After completion of period of three years, either party may terminate the contract by giving 30 days' notice to the other party. On expiry of the notice, the agreement shall stand cancelled but without prejudice to the rights of either parties against the other in respect of any matter or thing in existence prior to such cancellation. BRBN, however, reserves the right to terminate immediately the agreement without giving any notice as above in the event of contravention of any of the terms and conditions and /or submitting any false information.
- b. BRBN retains the authority to blacklist or bar the Company/Firm for a specified period of time from participating in its tendering process where the BRBN has authentic information that the Company/Firm has been debarred/black listed from participating in the tender process by any organization or any other Govt. agencies etc. on ground of fraud or corruption or for some other reason which, in the opinion of the BRBN is not compatible with its procurement policy and ethical standards.
- c. If the service provided by the Company/Firm is found to be unsatisfactory or if at any time it is found that the information provided by the Company/firm for Registration tender is false or if irregularities shown by the Company/Firm when applying for the tenders, the BRBN reserves the right to remove such Company/Firm from the empaneled list without giving any notice to the Company/Firm in advance.

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- d. The Company/Firm or any member of its firm is adjudicated insolvent or effect composition with his creditors;
 - e. The proprietor/partner of the individual concern/firm dies or partners of a partnership concern changes its composition or partnership is dissolved. The party has to inform about the changes and submit fresh document for Registration well in time.
 - f. In the event of termination of the contract for any reason, the Company/Firm shall settle all the accounts of recoverable statement sent by BRBN, within seven days of receipt of the statement.
 - g. The Company/Firm will have no right to challenge cancellation of agreement made by the BRBN at its own without assigning any reason, tenderer has to stand abide by the agreed terms and conditions.
15. **Business Ethics:** The Company/Firm must follow the standard business practices while doing the business under this contract. In case, he or his representative has been found involved in malpractices, bribery, commission, gift or any other activity which is against the interest of BRBN the registration will be terminated with immediate effect and BRBN retains right to black-list the said Company/Firm.
16. **Indemnity Clause:** The Company/Firm 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 Company/Firm of the same and the Company/Firm 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 Company/Firm shall make good the amount so payable and the expenses incurred on that behalf.
17. **Arbitration** - Any or all disputes arising out of or under the agreement between BRBN and Company/Firm 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 Company/Firm.

Handwritten signature

18. **Jurisdiction** – Only the Courts at Patna may be approached to decide the dispute between the Company/Firm and BRBN.
19. **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 submitted 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.
20. **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 Company/Firm are in no way adversely affected or compromised.
21. **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 Company/Firm shall notify, in writing, about such change.
22. **Amendment** - BRBN reserves the right to amend or change terms and conditions in the Agreement of Company/Firm upon giving due notice to them as and when required and the same will be binding upon the Company/Firm.
23. **Force Majeure-**
- a) Notwithstanding the provisions of Registration, the Company/Firm 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 therein below.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Company/Firm 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 luster, damage during transportation, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Company/Firm 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 RPS 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.

24. **Bid Document:** EOI can be viewed and downloaded from Interested tenderer may submit their bid on or before **01:00 PM on 30.12.2021.** The bid will be opened on same day at 04:00 PM. BRBN reserves the right to make any alteration/modification in Tender Document or scrap the Tender at any stage without assigning any reason.

25. **Submission of bids:**

Last Date of Submission of Documents: 30.12.2021 at 1.00 P.M. Opening Date of the Documents: 30.12.2021 at 4.00 P.M

Note : If required, the Corrigendum/Correction slip may be issued by BRBN up to 29.12.2021 before opening of Tender and same will be uploaded on websites only as mentioned in the tender document.

For the tenderer's use

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

Date

(Seal)

Signature of the Seed Producer/Supplier

Name.....

Full Address

.....





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Annexure- A

Application Form

Name & Address of the bidder:

M/S

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To,

Managing Director,

Bihar Rajya Beej Nigam Ltd.,

Patna. 800001

	Name and address of person signing the tender document:	
	Contact no.(mobile/phone)	
	E-mail	
	Name of the Entity(Company/proprietary firm)	
	Income tax/PAN No. (Photo Copy to be enclosed)	
	TIN/GST (as per extent provision) No. (Photo Copy to be enclosed)	
	Character Certificate No. & date (Photo Copy to be enclosed.)	
	Authorization letter, if issued to a person to take part in the tender & sign the tender document, should be enclosed with the tender along with signature of authorised person.	Yes /No
	Affidavit (in original) to be enclosed mentioning that he/she/their firm is not black listed/debarred from any authority to participate in the tender.	Yes/No

11. Status/Constitution of the Firm to be mentioned by tender (whether sole proprietorship/ Partnership firm/ National Co-operative Institution/Govt. Agencies/Private or Govt. Company etc.). The copy of the same should be enclosed.
12. Particulars of business with any other firm/Company(other than Govt. Agencies/Central Dett. for the last 10years:

an

(Rs. in Lakhs)

S. No.	Name of Company	Period	Turnover/Business
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

(Use separate sheet if required)

13. Annual turnover during the last three years (Balance sheet/Audited Accounts may be attached)

(Rs. In Lakhs)

S. No.	Financial Year	Total turnover
1	2020-21	
2	2019-20	
3	2018-19	

(Use separate sheet if required)..

14. I accept all the terms & conditions mentioned in the document to be registered as empaneled e-platform company for disposal of non-seed of BRBN.
15. 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.
13. Keenly looking forward to your esteemed order.

Tenderer's or Authorized Representative's Signature

Date :

Place.....

Name.....

Complete address.....

.....

Phone No.....

Fax No.....

Email.....

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On Stamp paper with notary attestation

To

Managing Director,
Bihar Rajya Beej Nigam Ltd.
Pant Bhawan, Jawahar Lal Nehru Marg,
Patna- 800001

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

Sir

I _____ (Name & designation of Supplier firm) hereby declare that my
firm any of its partners / Company or any of its Directors have not been debarred/ black-
listed by any of the Govt. Department / Govt. Agencies from where I had provided e-
market platform for disposal of the non seeds during the last__years .

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

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, 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:

Dated:

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