

**SHORT QUOTATION NOTICE NO.: PROCESSING-02/2021-22**



***Name of work : Purchases of Chemical under two Bid system.***

***(It consist of page 01 to 22 including cover page no. 01)***

**BIHAR RAJYA BEEJ NIGAM LTD.**

6<sup>th</sup> Floor, Pant Bhawan, Nehru Path, Patna-800001(BIHAR)  
Tel.: 0612 2547066, web site: brbn.bihar.gov.in email- brbn.bih.mail@gmail.com

# QUOTATION DOCUMENT

## TECHNICAL BID

*(It consist of page 02 to 22 including this cover page)*





# 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

6<sup>th</sup> Floor, Pant Bhawan, Nehru Path, Patna-800001 (BIHAR)

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

CIN : U01111BR1977SGC 001294

## Re-Tender

### SHORT NOTICE INVITING QUOTATION NO. - PROCESSING- 02/2021-22

Bihar Rajya Beej Nigam Limited invites tender under two bid systems from reputed Manufacturers/ Suppliers/Authorized Agents by this Department for supply of following item of packing material in different capacity of pouch.


Quotation No.	Sl. No.	Description of Items	Qty. in quintals	Cost of Tender document	Bid Processing Fee(in Rs.)	Amount of EMD (in Rs.)
1	2	3		4	5	6
Quotation Notice No. Processing 02/2021-22	1	Chemical (Tetramethyl thiram Di sulphide TMTD) Thiram (ISI Marked)	600.00 {Approx}	Rs. 1000/-	Rs. 1180/- Through e payment	4,50,000/- (Four lakh fifty thousand) Through e-payment

### Quotation Schedule/Programme:

S.No.	Activity	Date/Time: Duration
1	Online Sale/Download date of Tender documents	From 06.08.2021 to 10-08-2021 till 1:00 P.M.on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
2	Date/time for submission/ uploading of offer/Bid	From 06.08.2021 to 10-08-2021 till 1:00 P.M.on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
3	Submission of form fee & EMD through e-Payment modes	From 06.08.2021 to 10-08-2021 up to 1:00 P.M.on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
4	Date & time for opening of Technical Bid	on 10.08.2021 at 04:00 P.M.on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
5	Contact person/Nodal Officer for queries	Sri S.K. Adhikari Mo.-8002815248
6	Financial Bid opening date & time	Within 07 days after Completion of Technical Bid on e-Procurement Portal: ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )

- Detailed descriptions of the item and instructions for submitting your offer can be downloaded from e-tender website (<https://eproc2.bihar.gov.in>)
- Tender Processing Fee (TPF) amount to be paid through e-Payment mode (i.e. NEFT, Internet Banking, Credit/Debit Card) only.
- Bids along with necessary online payments (Tender Processing Fee) must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay/ Non Submission of Tender/Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- 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://eproc2.bihar.gov.in>) at the respective stage only.
- The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement Portal(<https://eproc2.bihar.gov.in>)

12. 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.
13. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents on the e-Procurement Portal(<https://eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded/readable.
14. Corrigendum/Addendum, if any, will be published on the e-Procurement Portal(<https://eproc2.bihar.gov.in>) and departmental website [www.brbn.bihar.gov.in](http://www.brbn.bihar.gov.in) or <http://www.krishi.bih.nic.in> itself.

  
29/07/2021  
Chief of Processing  
Bihar Rajya Beej Nigam





# BIHAR RAJYA BEEJ NIGAM LIMITED

6<sup>TH</sup> Floor, Pant Bhawan, Nehru Path, Patna-800001 (BIHAR)  
 Tele: 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

## Short Quotation Notice No.- Processing-02/2021-22

Quotation is invited by E.Tendering from Manufacturers/Suppliers/Authorized dealers for supply of following item:-

Quotation No.	Name of Item	Common Name	Packing Size	No. Of Pouch	Quantity (in kg.)	Earnest Money (in Rs.)
Short Quotation Notice No. Processing 01/2021-22	Thiram 75% WS (With ISI Mark) with a Self life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time	THIRAM 75%W.S.	5 gm, 10 gm 20 gm 40 gm, 80 gm	658173 573163 334980 406700 350000	32.9086 56.8663 66.9960 162.6800 280.0000	4,50,000.00 (Four lakh fifty thousand)
	<b>Total-</b>			<b>2323016</b>	<b>599.4509</b>	
	<b>Or Say-</b>				<b>600.00</b>	

**Note:** The number/quantity of items may vary according to need.

### GENERAL TERMS AND CONDITIONS

1. As per Bihar Financial Rules the Quotation should be uploaded by E-tendering in two bid system (Technical & Financial bids)
  - 1.1. Technical Bid should contain all the technical details along with proof of specification of the tendered items with **original** brochures & catalogue, ISO Registration Certificate, Earnest Money Deposit (EMD) & other supporting papers etc. (as applicable) except financial part of quoted item.
  - 1.2. Financial Bid should contain price of the quoted items in the prescribed format (Financial bids form 2) dully completed in all respect.
2. Bidders are required to be registered in the Income Tax Department & in the Sales Tax Department of Concerned State also as per state government norms
3. **EARNEST MONEY/BID SECURITY**
  - (i) The quotation shall be accompanied by interest free EMD of **value Rs. 4,50,000/- (Rupees Four lakh fifty thousand only)** through e-Payment modes ie. Internet Payment Gateway/Internet Banking/NEFT or RTGS.
  - (ii) Any outstanding amount of the bidder, if due with BRBN for payment/release, will not be entertained/considered for EMD purpose.
  - (iii) Exemptions for submission of EMD will not entertained at all in any case. EMD of unsuccessful bidders, will be returned within a week of the finalisation of quotation.

- (iv) EMD will be forfeited if the Bidder withdraws or alters its bid/offer/rate during the bid validity period/quotation validity period.

## 5. **PERFORMANCE SECURITY**

- (a) As per Bihar Financial Rules, performance Security Deposit (PSD) @ 5% of order Value of the contract will have to made within 7 days along with agreement.
- (b) Performance security will have to be submitted by the successful bidders within one week of receipt of supply orders. Performance security will be @5% of the total value of the quantities for which supply order has been issued. The performance security deposit will be in the form of Account payee Demand Draft, Fixed Deposit receipt from a commercial Bank or Bank Guarantee from a commercial bank. No interest will be claimed by the supplier/Bidder on the Performance Security Deposit. Failure to submit the Performance Security will imply forfeiture of EMD. Performance security deposit should be valid for period of 60 days beyond the date of completion of work/supply as mentioned in the supply order. The EMD deposited along with the quotation by successful bidder may be adjusted against Performance Security.

6. **Forfeiture of Performance Security:** Performance security is to be forfeited and credited to the BRBN (purchase organization) in the event of a breach of contract by the supplier/non supply of goods. *If the goods supplied is/are not found satisfactory during the contract period expenses incurred for purchase of goods will be recovered from PSD or as the case, full deposit may be forfeited.*

7. **Refund of Performance Security :** Performance security should be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligation under the contract.

8. The successful Bidders must have execute an agreement within 7days of receipt of order in prescribed Proforma attached with Quotation Document.

9. a. Conditional quotation will not be accepted.

- b. In case of quotation of chemicals **there must be proof of License to deal in Chemicals in Bihar.**

10. F.O.R. Price inclusive of all taxes must be indicated clearly and separately in the Financial Bid Form.

11. In case of any ambiguity & false information found, the tender is liable to be rejected.

12. Quoted rates should be in INR & valid up to one year (minimum) from the date of quotation finalization/Opening.

## 13. **ACCEPTANCE OF QUOTATION**

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

## 14. **EVALUATION/ACCEPTANCE CRITERIA OF BID**

- a. Contract will be awarded to the eligible lowest bidder for any item. In the event of quoted price of the eligible lowest bidder not found justified/not found reasonable by tender/purchase committee, negotiation can be held with him (i.e. L-1 party) for reduction in rate. Negotiation should normally be avoided and should be resorted to only in unavoidable /urgent cases when there is urgent need for purchase.

- b. If it is found that the quantity to be procured/purchased is more than what L-1 is capable of supplying, then the balance quantity will be distributed among next lower bidders (L-2, L-3) at the accepted rate of lowest bidder i.e. L-1 to fulfil the requirement.
- c. Conditional offer shall not be accepted by BRBN and the bidder shall not impose any term/condition.

#### 15. **AMENDMENT IN TENDER 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 bidder for some genuine mistake. In such situation the corporation may amend/modify the tender documents suitably through corrigendum /Addendum one week prior to the date of the submission of technical bids. **The copies of such amendment & modification will be uploaded on e-Procurement Portal: (<https://www.eproc2.bihar.gov.in>).** Hence bidders are requested to visit frequently the above web sites.

#### 16. **PLACEMENT OF ORDER IN PHASE MANNER & CANCELLATION OF ORDERS:**

Orders will be placed in phase manner with certain delivery schedule. Total order, quantity will not be necessarily equal to agreement quantity. It will be lesser or higher than agreement quantity to any extent, depending upon the crop conditions.

#### 17. **LIQUIDATED DAMAGES/EXTENSION IN SPECIFIED DELIVERY PERIOD/TIME PERIOD FOR SUPPLY OF GOODS:**

It is emphasized by the Corporation/Purchaser & understood by the supplier that the period of delivery, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/Purchaser subject to force majeure clause 20. If the supplier fails to deliver any or all of the goods within the time periods (s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

However, If the extension in specified delivery period/time period of goods is granted by BRBN on administrative ground i.e. due to inability of BRBN to receive the goods for any reasons or due to requirement/additional requirement of BRBN to take the material beyond the specified delivery period/time period, no penalty by BRBN will be imposed for extension in delivery period/time period.

The Corporation/Purchaser may with hold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/Purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

#### 18. **DEFAULT & RISK PURCHASE:**

- (a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company, should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of Managing Director/Chairman of BRBN to declare the end of contact at the risk and cost of the supplier in every way. In such case supplier shall be liable for

any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/Purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

- (b) The cancellation of the contract may be either for whole or part of the contract at Nigam's option.

**19. FORCE MAJEURE:**

19.1 Notwithstanding the provisions of Clause 17 & 18. The supplier shall not be liable for forfeiture of its Security Deposit. Liquidation damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of the event of Force majeure.

19.2 For Purposes of the Clause. "Force Majeure" means an event beyond the control of the supplier 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, quarantine restrictions and freight embargoes.

19.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof with 48(Forty eight) hours. Unless otherwise directed by the Purchases in writing, the supplier shall continue to perform its obligations under the Contact as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**20. INSPECTION & TESTING OF CHEMICALS:-**

Formal inspection of material at Plant level or unit level with regard to quantity and condition of material like damages if any will be done by the Officer/Committee, authorised for the same.

Quality testing will be done by State Pesticide Testing Laboratory Mithapur, Patna **OR** Any Government Pesticides Testing Laboratory of out of the State.

**21. TERMS OF PAYMENT**

Unless otherwise agreed to between the purchaser and the contractor the standard payment terms subject to recoveries, if any, under LIQUIDATED DAMAGES CLAUSE provided in the "GENERAL CONDITIONS OF CONTRACT" will be as under:

- I. In case quality problems are not observed, 80% payment would be made after completion of testing & its satisfactory result.
- II. Immediate deduction for the defective supplies, delayed supplies and shortages if any will be made from the 80% payment proposed after receipt of goods.
- III. The balance 20% payment would be made after making, necessary deductions if any towards liquidated damages, out standings, etc. after completion of work satisfactorily in all respects as per terms and conditions.
- IV. Interest will not be given on the retention money (20% payment).
- V. Payment will be made by cheque, D.D. or online Payment will be released from Head Office of BRBN Ltd. only and not from the material receiving destination.

**22. Deduction from Payment**

Payment as above shall be subject to the deductions of any amount for which the contractor is liable under this contract in respect of which Bihar Rajya Beej Nigam Ltd is the Purchaser.



**23 Delivery Date**

Materials, mentioned above are required by the Corporation to be delivered as per tentative schedule mentioned in the order. Delivery must be completed with the delivery schedule on receipt of the supply order or signing the agreement, otherwise offer/agreement may be treated as cancelled or subject to liquidated damages as the case may be.

24. Successful bidders will have to deliver the items within 20-30 days or as per schedule mentioned in the supply order.

25. The Managing Director reserves the right of acceptance/rejection of quotation (Tender).

**26 Settlement of Disputes**

- a) Any difference or dispute out of or in connection with this tender or acceptance thereof, on the contract entered or consequence thereof, shall be decided by arbitration. The Managing Director of the Bihar Rajya Beej Nigam Ltd. or his nominees shall be the sole arbitrator and the arbitrators decision shall be final and binding on both the parties. The nominees may be an officer of the Nigam. The bidders 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.
- b) 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.
- c) 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.

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

Signature of Bidder



TECHNICAL BID SHEET			
Name of Department		:	BIHAR RAJYA BEEJ NIGAM LIMITED
NIT No		:	Short Quotation Notice No.- Processing 02/2021-22
Group No		:	01
Name of Work		:	Supply of Chemical (Thiram 75% W.S.)
Sl No.	Details		To be Filled in colour cells by Contractor
1	Name of the Bidder (in block letters)		
2	Address of the Bidder (with mobile no. & e-mail ID)		
3	Name of the contact person to whom all references shall be made regarding this Bid		
4	Designation of the person to whom all references shall be made regarding this Bid		
5	Address of the person to whom all references shall be made regarding this Bid		
6	Bid Processing Fee	(A) As prescribed in Quotation document, (Non-Refundable) and to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS	
		Bid Processing Fee Amount - Rs. 1,180.00	
7	Form Fee	(A) As prescribed in Quotation document, (Non-Refundable) and to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTG	

		<b>Form Fee Amount - Rs. 1000.00 (Through e-Payment Modes)</b>	<b>Form Fee Amount - Rs.</b>	
8	<b>Earnest Money</b>	(A) As prescribed in Quotation document, to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTG		
		<b>Earnest Money - Rs. 4,50,000.00 (Four lakh fifty thousand)</b>	<b>Bid Security Amount - Rs.</b>	
A.	<b>QUALIFYING CRITERIA</b>			21 of 22
1	<b>Whether participating in this Quotation as MANUFACTURER or as AUTHORISED STOCKIEST/DEALER</b>			
2	<b>Complete name of the unit.</b>			
3	<b>Place of working</b>			
4	<b>Whether Sole firm/Partnership firm/Co-operative/Attached with Govt. Company/Govt. Company/SSI unit (Attach the necessary valid document in support of claim)</b>			
5	<b>GST PAN No. No.</b>			
6	<b>Yearly Turn Over should not be less than 1.00 crore for each of three financial years 2017-18, 2018-19 &amp; 2019-20</b>			
7	<b>Audited Balance Sheet of the Company for the years 2017-18, 2018-19 &amp; 2019-20</b>			
8	<b>Details of Bank with IFSC code &amp; Account No. etc.</b>			

9	<p>In case of AUTHORIZED STOCKIST/DEALER.</p> <p>Name and address of the company of whom you are Authorized Stockiest/Dealer. (Attach the valid documentary proof of Authorized Stockiest/Dealership valid/renewed for the current year ending in December and it should be revalidated for further period till the supply agreement is in force as well as valid documents of manufacturer as per criteria/terms and conditions of contract for whom you are Authorized Stockiest/Dealer.) [Copy of supply order to be attached]</p>		
10	<p>Details of the past experience for manufacturing and or supply of Item quoted with list of clients and the value of material supplied (Last two years 2018-19, 2019-20). (Attach separate sheet if space is inadequate)</p>		
11	<p>Provisions in following clause is mandatory which must be fulfilled by Bidder to qualify in technical bid. If any of criteria/Provisions is not met by Bidders, his offer will be rejected summarily</p> <p>a) Manufacturing License (latest) No. &amp; Date (Copy to attached).</p> <p>b) CIB Registration (Central Insecticide Board) for Two years shelf life product should be attached which must be valid for current year ending on December and should be valid/renewed for such period till the Agreement is in force.</p> <p>c) In case of quotation of chemicals there must be proof of License to deal in Chemicals in Bihar. Supportive documents regarding concerned pesticide business in Bihar.</p>		
12	<p>List of required documents enclosed is as given herewith</p>		

**BIHAR RAJYA BEEJ NIGAM LIMITED**  
**TECHNICAL BID- FORM-2**  
**Short Quotation No. : Processing 02/2021-22**  
**GUIDE LINE OF TECHNICAL BID**

Thiram 75% (Tetramethyl thiaram, Disulphide T.M.T.D).

(as applicable)

Note: Following details should be given completely, failure of which the Quotation will not be considered as technically eligible and rates will not be considered for evaluation.

1. Whether participating in this Quotation as MANUFACTURER or as AUTHORISED STOCKIEST/DEALER.
2. Complete name of the unit
3. Place of working
4. Whether Sole firm/Partnership firm/Co-operative/Attached with Govt. Company/Govt. Company/SSI unit.  
  
(Attach the necessary valid document in support of claim)
5. Details of Bank with IFSC code & Account No. Etc.
6. Yearly Turn Over should not be less than 1.00 crore for each of three financial years 2017-18, 2018-19 & 2019-20. Audited Balance Sheet of the Company for the years 2017-18, 2018-19 & 2019-20 (copy to be attached)
7. a. G.S.T. Certificate  
  
b. PAN Copy
8. In case of AUTHORIZED STOCKIST/DEALER.  
Name and address of the company of whom you are Authorized Stockiest/Dealer.  
(Attach the valid documentary proof of Authorized Stockiest/Dealership valid/renewed for the current year ending in December and it should be revalidated for further period till the supply agreement is in force as well as valid documents of manufacturer as per criteria/terms and conditions of contract for whom you are Authorized Stockiest/Dealer.) [Copy of supply order to be attached]
9. Details of the past experience for manufacturing and or supply of Item quoted with list of clients and the value of material supplied (Last two years 2018-19, 2019-20). (Attach separate sheet if space is inadequate)
10. Provisions in following clause which must be fulfilled by Bidder to qualify in technical bid. If any of criteria/Provisions is not met by Bidders, his offer will be rejected summarily.
  - a) Manufacturing License (latest) No. & Date (Copy to attached):
  - b) CIB Registration (Central Insecticide Board) for Two years self life product should be attached which must be valid for current year ending on December and should be valid/renewed for such period till the Agreement is in force.
  - c) In case of quotation of chemicals there must be proof of License to deal in Chemicals in Bihar. Supportive documents regarding concerned pesticide business in Bihar (to be attached).

All of the above are mandatory.

**Note-** All the above information's should be mentioned in Excel Sheet provide by e-tender on e-portal. And all above required documents should be scanned & uploaded. Demand draft of EMD and Form fee should be submitted in hard copy in the BRBN Head Office on schedule date.



## Annexure- I (A)

## FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE QUOTATION DOCUMENTS

[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 tenderer]\*\*

I ..... [Name and designation]\*\* appointed as the attorney/authorized signatory of the bidder [including its constituents], M/s. \_\_\_\_\_ [hereinafter called the bidder] for the purpose of the Quotation documents for the **chemical [Thiram 75% WS (With ISI Mark) with a Self life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time]** as per the **Short Quotation Notice No. Processing- 02/2021-22** of Bihar Rajya Beej Nigam Ltd, do hereby solemnly affirm and state on behalf of the bidder 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 quotations, it shall lead to forfeiture of the quotation EMD besides suspending of business for one year and legal action against me.** Further, I/we [insert name of the bidder]\*\* \_\_\_\_\_ 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 tenderer 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.



## BIHAR RAJYA BEEJ NIGAM LIMITED

6<sup>TH</sup> Floor, Pant Bhawan, Nehru Path, Patna-800001 (BIHAR)  
**Tele: 0612-2547066 website: brbn.bihar.gov.in e-mail: brbn.bih.mail@gmail.com**  
 CIN : U01111BR1977SGC 001294

### DESPATCH DESTINATION

The chemical [Thiram 75% WS (With ISI Mark) with a Self life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time] shall be supplied to the following locations of the BRBN, Ltd. On the F.O.R. Basis (Door delivery at BRBN's Godown).

Sl. No.	Region	Address
1	Kudra	Bihar Rajya Beej Nigam Ltd. G.T. Road, Kudra (Kaimur) Mob. No.- 8210705889/8292204423
2	Hajipur	Bihar Rajya Beej Nigam Ltd. Dighhi, Near Police Line, Hajipur (Vaishali), Mob. No.- 6205452706/9386754598
3	Begusarai	Bihar Rajya Beej Nigam Ltd. Bishunpur, Near Harijan Thana, Begusarai, Mob. No.- 7549625016/7091628857
4	Bhagalpur	Bihar Rajya Beej Nigam Ltd. Tilkamanghi, Krishi Bhawan Campus, Bhagalpur, Mob. No.- 7549625016/7091628857
5	Sherghati	Bihar Rajya Beej Nigam Ltd. Near Police Station & Sherghati Block, Sherghati (Gaya), Mob. No.- 8986183296



## BIHAR RAJYA BEEJ NIGAM LIMITED

6<sup>TH</sup> Floor, Pant Bhawan, Nehru Path, Patna-800001 (BIHAR)  
**Tele: 0612-2547066 website: brbn.bihar.gov.in e-mail: brbn.bih.mail@gmail.com**  
**CIN : U01111BR1977SGC 001294**

### 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, Nehru Path, Patna (hereinafter called "Corporation" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s ..... (here in after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the " Corporation" with the intention of purchasing chemical Thiram 75% WS (With ISI Mark) with a Self life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time invited offers vide quotation No. ....

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

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

**For and on behalf of the supplier**

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

**Witness**

**1**  
**2.**  
**3.**

**Witness**

**1**  
**2.**

# QUOTATION DOCUMENT

## PRICE BID

*(It consist of page 14 and 22 including this cover)*





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 CIN : U01111BR1977SGC 001294

### Short Quotation Notice No.- Processing-02/2021-22

#### Guide Line of Financial Bid

S. No.	Name of the Item	Make/ Brand	Packing Size	No. Of Pouch	Qty in kg.	
1	2	3	4	5	6	
1	Thiram 75% WS (With ISI Mark) with a Self life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time		5 gm.	658173	32.9086	Price Bid should be mentioned only in Excel Sheet Provided with E-tendering on e-portal.
			10 gm	573163	56.8663	
			20 gm	334980	66.9960	
			40 gm	406700	162.6800	
			80 gm	350000	280.0000	
			<b>Total-</b>	<b>2323016</b>	<b>599.4509</b>	

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



FINANCIAL BID SHEET						
Name of Department		BIHAR RAJYA BEEN NIGAM LIMITED				
Short Quotation No.		Procurement 02/2021 - 22				
Group No.-		01 (One)				
Name of Work		Supply of Chemical (Thiram 75% W.S.)				
Financial Bid format		<a href="https://www.eproc2.bihar.gov.in/BELTRON">https://www.eproc2.bihar.gov.in/BELTRON</a>				
Name of the Bidder (in block letter)						
Name of the Firm						
Address of the Bidder (with mobile no. & e-mail ID.)						
Name and Designation of the Person Signing the bid						
S.No.	Name of Item	Make	Packing size of Pouch	No. of Pouch	Qty. (in Qtls.)	Price Inclusive of all taxes (Per kg./Rs.) F.O.R. Basis
						Figure Word
1	Thiram 75% WS (With ISI Mark) with a Self life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time		5 gm.	658173	32.91	
			10 gm.	573163	56.87	
			20 gm.	334980	67.00	
			40 gm.	406700	162.68	
			80 gm.	350000	280.00	
		<b>Total-</b>		<b>2323016.00</b>	<b>599.45</b>	

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

The quoted rate should be inclusive of all taxes and F.O.R. Nigam centres within the state of Bihar.

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. An 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. An Agreement on Rs 100 Non Judicial Stamp Paper to be executed for Integrity Pact.

Evidence of Access of Finance Required for work (With Valid Proof):-

**I hereby certify 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 Limited management.**

Thanking you,

Signature .....

Place .....

Name of Authorized Signatory: .....

Date: .....

Address: .....

.....  
.....  
.....

Phone No: .....

Mobile No. ....

SEAL

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

## **PRE CONTRACT INTEGRITY PACT**

### **General**

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

WHEREAS the BUYER proposes to procure ..... (Name of the Stores/Equipment/Item/Service) and the BIDDER is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/Proprietorship, constituted in accordance with the relevant law in the matter and the BUYER is a corporation, an undertaking of Bihar Government.

NOW, THEREFORE,

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

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

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

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

### **Commitments of the BUYER**

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

correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier, The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for the purpose would be as defined in Section 6 of the Companies Act 1956.

3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any state in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

BIDDER

Name -

Designation

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Witness

1 .....

2 .....

BUYER

Name of the Officer

Designation

Bihar Rajya Beej Nigam Ltd.

Witness

1 .....

2 .....