

TENDER NOTICE NO.: PROCESSING-01/2016-17

Tender No.: 02/2017



Name of work : Purchases of Chemical under two packet system.

BIHAR RAJYA BEEJ NIGAM LTD.

6th Floor, Pant Bhawan, Jawaharlal Nehru Marg, Patna-800001(BIHAR)
Tel./Fax: 0612 2547066, web site, brbn.bih.nic.in email- brbn.bih.mail@gmail.com



BIHAR RAJYA BEEJ NIGAM LIMITED

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
Tele/Fax: 0612-2547066 Website: brbn.bih.nic.in E-mail: brbn.bih.mail@gmail.com

Tender Notice No.- Processing-01/2017

Tender No. 02/2017

Tender Paper For Chemical Thiram 75%

M.R. No/DD No.....Dt.....Price Rs. 1000/-(Rupees One Thousand) only non-refundable.

Sold to.....

.....

Signature of Cashier

Note:

1. The tender document may be obtained from **Head Office, Patna** on all working days (Saturday and Sunday are holidays) between 9:30am to 6:00pm
2. Tenders can be dropped in prescribed tender boxes placed in the offices of Bihar Rajya Beej Nigam Ltd. Patna up to 13.00 Hrs. on date of dropping i.e. 08.03.2017 and technical will be opened on 08.03.2017 at 15.30 Hrs. in the office of Managing Director, Bihar Rajya Beej Nigam Ltd. Patna in presence of tenderers or their authorized representative present at the time of opening of the tender. If the office is closed on the stipulated date and time due to some unforeseen holiday, tender will be dropped and opened on the next working day at the same place & time respectively.
3. Tender can also be sent to BIHAR RAJYA BEEJ NIGAM LIMITED, 6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR) by registered post/speed post/courier service to reach before 13.00 Hrs. of the date of dropping. However, BRBN will not be responsible for non receipt or delayed receipt of such tenders.



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6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
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NOTICE INVITING TENDER NO. – PROCESSING- 01/2017

Sealed tenders are invited in prescribed Tender Form from reputed Manufacturers/ Suppliers/Authorized Agents for supply of following items of packing material. Tender must be submitted in two bid system, Technical Bid and Price Bid.

Tender No.	Sl. No.	Description of Items	Cost of Tender document	Amount of EMD (in Rs.)	Last date of collection of tender form	Date of Dropping	Date of Opening
Tender No. 01/2017	1	B. Twill Bags	Rs. 1000/-	2,46,000.00	06/03/2017	07/03/2017 up to 13.00 Hrs.	07.03.2017 at 15.30 Hrs.
	2	Jute Canvas Bags		78,850.00			
	3	Jute Canvas Bags		3,38,520.00			
	4	Jute Canvas Bags		57,740.00			
Tender No. 02/2017	1	Chemical (Tetramethy thiam Di sulphite TMTD) Thiram (ISI Marked)	Rs. 1000/-	33,120.00	07/03/2017	08/03/2017 up to 13.00 Hrs.	08.03.2017 at 15.30 Hrs.

The Tender Document containing Tenders forms, specification, terms and conditions etc. can be obtained from the Registered Office, Bihar Rajya Beej Nigam Limited, 6th Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna on payment of Rs. 1000/- (One Thousand) only (Non Refundable) through cash or Demand Draft in favour of Bihar Rajya Beej Nigam Ltd, Patna. Tender Document can also be downloaded from Bihar Rajya Beej Nigam's website: www.brbn.bih.nic.in and Agriculture Department, Govt. of Bihar's website www.krishi.bih.nic.in for which the bidders shall have to deposit the cost of Tender Document in the shape of Demand Draft in the form of Demand Draft/Banker's cheque drawn in favour of Bihar Rajya Beej Nigam Ltd. Payable at Patna executed by any of the Nationalized Banks/Commercial Banks. Tender without payment of Tender cost & EMD will be summarily rejected. Tender document containing, eligibility criteria, terms and conditions, technical bid, price bid (financial bid) etc. are available at Bihar Rajya Beej Nigam Limited web site www.brbn.bih.nic.in and Agriculture Department, Govt. of Bihar's website www.krishi.bih.nic.in.

BRBN reserves the right to increase or decrease the quantity or reject any or all the tenders without conveying any reason to tenderer.

Chief of Processing



BIHAR RAJYA BEEJ NIGAM LIMITED

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
Tele/Fax: 0612-2547066 Website: brbn.bih.nic.in E-mail: brbn.bih.mail@gmail.com

Tender Notice No.- Processing-01/2017
Tender No. 02/2017

Tender Form

(To be filled up by Tenderer)

1. Name of the work -
2. Tender for the supply of
3. Name of Tenderer-
(in block letters)
- 3- Father's Name -
- 4- **Present Address:-** Ph/Mob. No.....
E-Mail ID:
- (a) Village/Mohalla -
- (b) P.O -
- (c) P.S -
- (d) District -
- 5- **Permanent Address:-**
(a) Village/Mohalla -
- (b) P.O -
- (c) P.S -
- (d) District -
- 6- (a) Amount of Earnest Money - Rs.....
(b) Bank Draft Details:
No.- Date-
Issuing Bank

Tender's Signature



BIHAR RAJYA BEEJ NIGAM LIMITED

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
Tele/Fax: 0612-2547066 Website: brbn.bih.nic.in E-mail: brbn.bih.mail@gmail.com

Tender Notice No.- Processing-01/2017

Tender No. 02/2017

Sealed tenders are invited from manufacturers/authorized dealers for supply of following items:-

Tender No.	Name of Item	Common Name	Packing Size	Quantity	Earnest Money (in Rs.)
Tender No. 02/2016-17	Thiram 75% WS (With ISI Mark) with a Shelf life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time	THIRAM 75%W.S.	5 kg., 10 Kg., 15 gm, 20 gm	6900 Kg.	33,120.00

Note: The number/quantity of items may vary.

GENERAL TERMS AND CONDITIONS

- As per Bihar Financial Rules the tender should be submitted in two bid system (Technical & Financial bids) in separate envelop **for each item** in prescribed Technical bid form-1, Financial bids form 2 as enclosed. The Technical Bid & Financial Bid should be **sealed over separately for each item & put into a bigger envelope**, addressed in manner given in Para 17 of the terms & conditions. The name & address of the bidder should also be written/ printed on the cover of the envelopes containing 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 tendered 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.
- 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
- Except successful bidder the EMD will be return to the Firms after completion of the tender formalities.
- EARNEST MONEY/BID SECURITY**
 - (i) The tender shall be accompanied by interest free EMD of **Rs. 33,120.00 only** in the form of Demand Draft/Banker's cheque drawn in favour of Bihar Rajya Beej Nigam Ltd. Payable at Patna executed by any of the Nationalized Banks/Commercial/Schedule Banks. Tender without EMD will be summarily rejected.
 - (ii) Any outstanding amount of the tenderer, 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 tenderers, will be returned within a week of the finalisation of tender.
 - (iv) EMD will be forfeited if the tenderer withdraws or alters its bid/offer/rate during the bid validity period/tender validity period.
5. **PERFORMANCE SECURITY**
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 in a form acceptable to BRBN. No interest will be claimed by the supplier/tenderer 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 tender 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. . *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 60days 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 Tender Document.
9. Conditional tender will not be accepted. And in case of tender of chemicals **there must be proof of License to deal in Chemicals in Bihar.**
10. F.O.R. Price inclusive of all taxes and with form 'C' 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 tender finalization/Opening.
13. **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 than agreement quantity to any extent, depending upon the crop conditions.
14. **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 apparently, 80% payment would be made after completion of procedure.
 - II. Immediate deduction for the defective supplies, delayed supplies and shortages of any will be made from the 80% payment proposed after receipt of goods.
 - III. The balance 20% payment would be made after quality testing of joint sample drawn specific supply and after making, necessary deductions if any towards liquidated damages, Outstanding, inferior quality on pro-rata basis or as decided by the Corporation.
 - IV. Interest will not be given on the retention money (20% payment).

- V. Payment will be made by cheque or R.T.G.S. Payment will be released from Head Office of BRBN Ltd. only and not from the material receiving destination.
- 15 **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.
- 16 **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.
17. Successful bidders will have to deliver the items within 30 days of supply order received, unless extended.
18. The Managing Director reserves the right of acceptance/rejection of Tender.
19. The Sealed Tenders can be dropped in prescribed tender boxes placed in the offices of Bihar Rajya Beej Nigam Ltd. Patna on **08.03.2017 up to 13.00 hrs.** and tender (technical bid) will be opened on **08.03.2017 at 15.30 Hrs** in the office of **Bihar Rajya Beej Nigam Ltd. 6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)**
20. Bidders may remain present himself or send representatives during opening of tenders. Tenders will be opened even if no bidders or their representatives are present.
21. **ARBITRATION:**
All disputes or differences in relation to this Contract or the interpretation of any of its terms or implementation there of or arising out of, or concerned directly or indirectly with the contract will be referred to the Arbitration of the Managing Director, BRBN Ltd Patna who shall have the power to inquire in to all the facts of the case and to interpret the terms of this agreement and whose decision shall be binding on both the parties as per the Arbitration & Reconciliation Act 1996. The venue of Arbitration shall be Patna or any other suitable place decided by the Corporation.
22. **JURISDICTION FOR LEGAL MATTERS:**
If the disputes not settled by the Arbitration both parties shall have the jurisdiction at High Court, Patna only.

Important Note : The Corrigendum/Correction slip may be issued by BRBN up to 10 days before opening of Tender. So "Tender are requested to visit the websites frequently to keep themselves updates.

Chief of Processing
Bihar Rajya Beej Nigam Ltd.
Bihar, Patna

Signature of Tenderer

Tender form- 1
(TECHNICAL BID)
Tender No. : 02/2017

To,

The Managing Director,
B.R.B.N.Ltd

Sub: Tender for Supply of Dichlorovos 76%/ Aluminium phosphide 56%/ Carbendazim 50%
(5-6 Dihydro-2 Methyl 1,4 Hexathin 3/2 Methoxy Carbamy) / Thiram 75% (Tetramethy thiamam,
Disulphide T.M.T.D).

(as applicable)

Sir,

I/We have read all the various terms and conditions of the above tender and hereby agree to abide by the said conditions.

II) I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof. I/We will be liable to forfeiture of my/our Earnest Money.

III) I/we hereby declare that the rates offered are for the material of specifications mentioned in the Tender documents only.

IV) The prescribed Earnest Money of Rs...../(in words Rs.....) is enclosed herewith in the form of DD (Nationalised/Schedule Bank only)/Bankers cheque(Nationalised/Schedule Bank only) DD/Banker Cheque No.....Dt..... drawn in your name (Name of the Bank.....).

V) The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies if:-

a. My/our offer is found differing in any respect (Terms and Conditions, Specifications) in Price bid. In that case the offer shall stand rejected without any legal claim or liability on BRBN Ltd

OR

b. I/we do not execute an agreement within 7 days from the date of giving the offer and

OR

c. I/We do not deposit the Security Amount mentioned in the Agreement within 10 days from the date of execution of Agreement.

OR

d. I/We do not have the infrastructure available for manufacturing the item quoted/Authorised Dealership/Stockiest etc. as declared & specified in the "Technical Details".

VI) Technical details are as given in the following format.

Technical Bid form- 1

Tender No. : 02/2017 Processing

FORMAT OF TECHNICAL DETAILS FOR Thiram 75% (W.S.)

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

(as applicable)

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

1. Whether participating in this tender 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 as well a s Registration of Establishment under Shop and Establishment Act (whether applicable).

5. Name of Bankers.....
6. a. VAT Registration Nos.....
b. Central Sales Tax Nos.....

7. In case of MANUFACTURER *
Infrastructure available for manufacturing the item quoted along with per day capacity (Attached separate sheet if space is inadequate)

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

Sl. No.	Financial year	Installed Capacity	Actual Production
1	2014-2015		
2	2015-2016		
3	2016-2017		

- a) The latest copies of Manufacturing License, ISI Registration with BIS (Bureau of Indian Standard) (if applicable) and 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.

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 following valid documents of manufacturer of whom you are Authorized Stockiest/Dealer.)

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). (Attach separate sheet if space is inadequate)

.....

10. Details of the participation made in other organizations(in the current year) for the item quoted Mention details of minimum six previous in between 2012to 2010 in the following format (attach separate sheet if space is inadequate)

Sl. No.	Name of Party	Date of Order	Order Quantity	Supply Quantity	Rate	Value (In Rs.)

11. Supportive documents regarding concerned pesticide business in Bihar.

12. List of required documents enclosed is as given below:-

- 1.....
- 2.....
- 3.....
- 4.....
- 5
- 6
-

Thanking you

Place
Date:

SEAL

Signature
Name of Authorized

Signatory

Address

Phone No.

Mobile No.

FAX no.
e-mail



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Form- 2

Tender Notice No.- Processing-01/2017

Tender No. : 02/2017

Financial Bid Form For

Due Date

1. Tender No.- 02/2017
2. Tendered Article (Serial No.) :
3. Name and Address of Bidding Firm :
4. Name and Designation of the Person signing the bid :
5. Capacity in which bid is signed by the Bidder (PROPRIETOR/PARTNER/DIRECTOR) :
6. Financial Details for each quoted items :

Details of Item Quoted Price

S. No.	Name of the Item	Make/ Brand	Packing Size	Qty.	Price inclusive of all taxes (Per Kg./ Rs. F.O.R. (with form 'C'))	
					Figure	Word
1	2	3	4		5	6
2	Thiram 75% WS (With ISI Mark) with a Shelf life of 2 Years, Confirming to IS 4766-1982 and amendments there to from time to time		5 kg	6900 kg		
			10 gm			
			15 gm			
			30 gm			

Place

Signature

Date:

Name of Authorized

Signatory

Address

SEAL

Phone No.

Mobile No.

FAX no.

e-mail

Details of the participation made in other organizations(in the current year) for the item quoted Mention details of minimum six previous in between 2012to 2010 (F.Y 2009-10) in the following format (attach separate sheet if space is inadequate)

Sl. No.	Name of Party	Date of Order	Order Quantity	Supply Quantity	Rate	Value (In Rs.)

7. Sample of Material offered along with technical literature is enclosed (in same/separate Envelope)

8.

- 1.....
- 2.....
- 3.....
- 4.....
- 5
- 6
- 7

Thanking you

Place

Signature

Date:

Name of Authorized

Signatory

Address

SEAL

Phone No.

Mobile No.

FAX no.

e-mail



BIHAR RAJYA BEEJ NIGAM LIMITED

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Form of **Agreement** to be executed by the successful to TENDERER(s) or suppliers(s) with the Bihar Rajya Beej Nigam Ltd, Pant Bhawan 6th floor, Bailey Road, Patna.800001

This agreement made the.....day of.....2017 between (Hereinafter called the suppliers) which expressing here the context so admits or implies includes his heirs, execution and assigns on the ONE PART AND THE BIHAR RAJYA BEEJ NGAM LTD, PATNA 800001 through its directors, or his authorized officer (hereinafter called the Nigam which expression where the context so admits or implies in its successors and assigns of the other part.

Where the Nigam requires the suppliers of materials as per specification required as set forth in the schedule here and WHEREAS the suppliers have agreed to supply the materials at the price indicated against each item in the schedule F.O.R destination, Bihar Rajya Beej Nigam Ltd, G.T.Road, Kudra Distt. Kaimur, R.M. Bihar Rajya Beej Nigam Ltd, Hajipur (Vaishali), Begusarai, Bhagalpur. Inclusive of all charges and taxes such as tax and inclusive of all charges and taxes as tax and incidentals. Suppliers have further agreed to supply above materials to any other place at an adjusted price depending upon the place of delivery on mutual agreement of both the parties.

Sl. No.	Name of articles	Approx. Qty.	Rate (F.O.R) inclusive of all taxes
1	2	3	4
1			
2			
3			
4			

The supplier will strictly adhere to supply schedule mentioned in the order but generally as per following schedule.

Sl. No.	Name of Item	Packing Size	Approx.Qty.	Place of supply	Supply by to
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					
7					

1 Further demand if any (other than mentioned above shall be intimated to the supplier within 30 days of finalizing the tender and the suppliers shall supply the same on the rates specified in this indenture.

- 2 The supplier also undertakes to guarantee that the supply of goods shall strictly conform to the specifications given and the tender notice and that the Nigam shall be within its rights to refuse or accept in whole or part of the supply which is found substandard or otherwise defective this connection, the Nigam may is it so like get the sample to tested and in that case the acceptance of supplies will be subject to result of such test.
- 3 The supplier shall inform the Managing Director or any other officer of the Nigam as may be indicated in the supply order regarding dispatch of materials telegraphically. The post shall be dispatched by registered post immediately after consignment is dispatched by rail or road transport. Any damages or loss caused to the goods in transit for whatever reason shall be the responsibility of the supplier and the Nigam shall in no way be responsible for the same.
- 4 The supplier undertakes to indemnify the Nigam for any loss or damages that may be caused to the later due to wrong, short and non-delivery or defective supply of goods or supply not reaching to destination on schedule.
- 5 **INSPECTION**
- Formal inspection of material at Plant level or unit level with regard to quantity and quality received shall also be carried out at consignee level by the Officer/ Committee authorized for the same.
- Final inspection of quality will be done by the authorized lab.
- 6 **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 apparently, 80% payment would be made after completion of procedure.
 - II. Immediate deduction for the defective supplies, delayed supplies and shortages of any will be made from the 80% payment proposed after receipt of goods.
 - III. The balance 20% payment would be made after quality testing of joint sample drawn specific supply and after making, necessary deductions if any towards liquidated damages, Outstanding, inferior quality on pro-rata basis or as decided by the Corporation.
 - IV. Interest will not be given on the retention money (20% payment).
 - V. Payment will be made by cheque. Payment will be released from Head Office of BRBN Ltd. only and not from the material receiving destination.
- 7 If the supplier fails to supply the material as per specification and delivery schedule provided in this indenture, the Nigam shall have the right to recover from supplier concerned damages of Rs. 100/- per day for consignment delayed subject to maximum of 10% cost of the supplies delayed.
- 8 In the event of breach of agreement by the supplier further reserves the right to purchase part of whole of the good from any other source and the supplier shall be liable to compensate any other losses sustained by the Nigam due to in arranging the supply from other sources.
- 9 The security deposited by the supplier shall be refunded to him after 3 months of the completion of the contract to the satisfaction of the Corporation. In the event of any damage or loss caused to the Nigam due to breach of agreement by the supplier the Nigam shall have the right to forfeit the security and also the, supplier fails to execute the contract faithfully.
- 10 Materials of each consignment supplied by the supplier shall be inspected and examined by the authorized Officer/Agents of Nigam and in case the same do not confirm to the required specification in any means whatsoever, the Nigam shall effect the part wise consignment, province so defective. Once a lot has been rejected no further consideration of the acceptance shall be made even at any reduced price. No tolerance will be granted for specification other than what has been provided in the order. The Nigam shall return the reject item and the supplier shall lift such rejected item within 10 days of receipt of the information of rejection, failing which the Nigam shall not be responsible for the safety such rejected item and godown, charges as considered fit by the Nigam shall be charged for the period the ordered materials and kept in the stores of the Nigam.

- 11 The tender document and all consequent correspondence with the successful tender(s) shall from part of this agreement until otherwise any change is approved or agreed to by the Nigam.
- 12 All disputes in connection with the interpretation of clause(s) herein specified and all other dispute arising direct or indirectly or in connection with this indenture between the parties here to shall be referred for arbitration as provided part settlement of Disputes or Annexure "B" of the tender do whose award in the matter shall be final and binding on both the parties to this indenture.
- 13 In faith and testimony the parties have executed this agreement in duplicate on the date month and year first above written in presence of witness.

Witness (1)

For.....(Supplier)

(2)

Bihar Rajya Beej Nigam Ltd., Patna

Chief of Processing



BIHAR RAJYA BEEJ NIGAM LIMITED

6TH Floor, Pant Bhawan, Jawahar Lal Nehru Marg, Patna-800001 (BIHAR)
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BANK GUARANTEE IN LIEU OF SECURITY MONEY

The Bank Guarantee executed on this.....day of 2017 byBank 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 Tender"/supplier.

Whereas the tenderer 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 mentioned in the tender document/supply order.

And whereas the tenderer 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 tenderer/supplier commits any breach of the terms and conditions of the tender 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 unconditionally 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 tenderer/supplier has committed and breach or breaches of any of the terms and conditions of the tender 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 tender/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 tender/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 tenderer of the Bank shall not discharge the liability of the Bank hereunder.
- 5 Not with standing anything contained herein before the liability of the Bank under this guarantee is restricted to Rs.....The guarantee of the Bank shall remain into force upto 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