



## Bihar State Panchayat Resource Institute बिहार राज्य पंचायत संसाधन संस्था

Panchayati Raj Department, Government of Bihar

1<sup>st</sup> Floor, Secretariat, Vikas Bhawan, Patna – 800015 Tel: 0612-2219175

Email:- info.bgsys@bihar.gov.in, Website: www.bgsys.bihar.gov.in &

<https://state.bihar.gov.in/biharprd/CitizenHome.html>



Ref: BGSYS/SPRC/CB/1102/2023/1822

Date: 12/01/2026

### OPEN E-TENDER NOTICE

BSPRI invites open E-Tender through e-proc portal "Empanelment of Agency for Providing food services for training and required necessary training equipment for conducting training programs under Bihar State Panchayat Resource Institute (BSPRI), Panchayati Raj Department in all 38 Districts of Bihar State." Bids must be submitted in both online and offline mode.

- Online Submission: Upload the complete bid documents on the e-procurement portal <https://eproc2.bihar.gov.in>.
- Offline Submission: A hard copy of the complete Technical Bid, duly signed by the authorized signatory, must be submitted to the BSPRI Office, 1<sup>st</sup> floor, Room No.-16, New Secretariat, Vikas Bhawan, Patna- 800015, by the due date and time.

Last date & Time for submission: On or before 05:00 PM on 12/02/2026, the complete bidding document can be downloaded from the following websites:

- <https://eproc2.bihar.gov.in>,
- [www.bgsys.bihar.gov.in](http://www.bgsys.bihar.gov.in).

**Note:** Bids submitted only in online or only in offline mode shall be summarily rejected. Submission in both modes is mandatory.

(CEO cum Project Director)  
BSPRI, Panchayati Raj Department, Bihar



**Bihar State Panchayat Resource Institute**  
**बिहार राज्य पंचायत संसाधन संस्था**

Panchayati Raj Department, Government of Bihar

BSPRI, 1st Floor, New Secretariat, Vikas Bhawan, Patna – 800015 Tel: 0612-2219175

Email: - info.bgsys@bihar.gov.in, Website: www.bgsys.bihar.gov.in &

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**Notice Inviting Tender for Empanelment of Agency for Providing food services for training and required necessary training equipment for conducting training programs under Bihar State Panchayat Resource Institute (BSPRI), Panchayati Raj Department in all 38 Districts of Bihar State.**

*e-tender (NIT) Reference No.: - BGSYS/SPRC/CB/1102/2023/...1821*

*e-Procurement Mode Only*

<https://eproc2.bihar.gov.in>

**Contact Us,**

**Bihar State Panchayat Resource Institute (BSPRI),  
Panchayati Raj Department, Government of Bihar,**

**1st Floor, Room no - 116, 117, New Secretariat, Vikas Bhawan, Patna – 800015. During office Hours  
from 09:30 A.M. to 6:00 P.M. (Monday to Friday) Contact no: 0612- 2219175 Email:  
info.bgsys@bihar.gov.in**

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**NOTICE INVITING TENDERS**

1. The Bihar State Panchayat Resource Institute, Panchayati Raj Department, Bihar (BSPRI), Patna intends to empanel agencies via e-tendering for training of PRI elected member and other officials in the state of Bihar. The Bihar State Panchayat Resource Institute invites bids from eligible business entities in providing the services as mentioned in this tender document. *(Note: For the purpose of this tender, the terms, agency/bidder/service provider/tenderer/applicant shall all denote the same, if not stated otherwise.)*
2. The selected bidder/agency shall be responsible for conducting multiple training programs in alignment with the Government of India's Ministry of Panchayati Raj (MOPR) guidelines and undertaking all other project-related activities as specified in this tender document.
3. The contract agreement for this tender will be signed between the successful bidder and BSPRI.
4. To participate in the e-tendering process, The bidder/agency is **required** to get themselves registered with Bihar Government Centralized e-Procurement portal at <https://eproc2.bihar.gov.in>. For assistance with registration or any technical support, bidders may contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, e-mail id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in), Toll Free Number-18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)".
5. **Schedule of Events:**

Sl.no.	Event Description	Timeline
5.1	Bid Submission Start Date & Time	12/01/2026 (Monday) from 5:00 PM onwards, on e-Procurement Portal ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
5.2	Last date & time for submission (upload) of online bidding document along with submission of hard copy.	12/02/2026 (Thursday) till 05:00 PM, on e-Procurement Portal ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> ) Venue for submission of hard copy: 1st Floor, Room no - 116, New Secretariat, Vikas Bhawan, Patna - 800015
5.3	Last date & time for submission of EMD (Online Mode)	12/02/2026 (Thursday) till 05:00 PM
5.4	Time, Date of opening of Technical Bid	13/02/2026 (Friday) at 3:00 PM on e-Procurement Portal ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
5.5	Financial Bid	The Training cost as per mentioned in Annexure -08
5.6	Pre-bid meeting (Date & time)	21/01/2026 (Wednesday) at 11:00 AM
5.7	Pre- bid meeting venue	CEO cum Project Director Chamber, 1 <sup>st</sup> floor, Panchayati Raj Department, Vikas Bhawan (New Secretariat), Patna-800015
5.8	Mode of submission of bids	Through electronic mode at <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a> , and by submitting a hard copy of all documents related to the technical bid. Both submissions are mandatory.
5.9	Bid downloading place	<a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a> & BSPRI: <a href="http://www.bgsys.bihar.gov.in/">www.bgsys.bihar.gov.in/</a> and submission through online <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a>

Note –i) Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office of Bihar State Panchayat Resource Institute, Bihar.

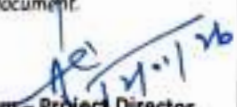
ii) No tender will be accepted after the closing date and time in any circumstances.

6. Bidder may also download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://eproc2.bihar.gov.in>) & BSPRI website: [www.bgsys.bihar.gov.in](http://www.bgsys.bihar.gov.in) and submit its tender by using the downloaded document.
7. The tender shall be accompanied by Earnest Money Deposit (EMD) as per given in ITB clause 8.6 transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>). (The bidders which are registered Micro/Small scale units seeking exemption for payment of EMD should submit valid copy of "UDYAM REGISTRATION CERTIFICATE" along with annexure-page details).
8. Tender Processing Fee (TPF) amount for the sum of **Rs. 590/-** (Five hundred Ninety rupees) to be paid by the bidder through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) only, to the agency empaneled by Government of Bihar for centralized e-Procurement.
9. The technical bids must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) before the date and time specified in the NIT. The BSPRI will not 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."
10. The bidders shall submit their eligibility and qualification details, certificates as mentioned in the tender document, in the online standard formats given in e-Procurement Portal (<https://eproc2.bihar.gov.in>) at the respective stage(s) only.
11. 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 Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	Online Mode
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	No need to submit. The Training cost as per mentioned in Annexure -B

13. The technical bids will be opened (in e-mode/online) on the date **13/02/2026 (Friday) at 3:00 PM**. In the event of the above-mentioned day being declared a holiday/closed day for Bihar State Panchayat Resource Institute, Bihar (BSPRI), the bids will be opened on the next working day at the scheduled time.
14. The bids must be uploaded (e-mode/online) at the e-Procurement Portal (<https://eproc2.bihar.gov.in>).
15. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in **Clause-5** above.
16. BSPRI reserves the right to accept or reject any or all tender or change the terms and conditions of NIT or cancel the NIT without assigning any reasons at any stage and time.
17. For further enquiry and information, please contact the BSPRI office during office hours 09:30 AM to 6:00 PM.
18. Further notifications /corrigendum/addendum, if any shall be posted on e-Procurement Portal (<https://eproc2.bihar.gov.in>) & BSPRI website: [bgsys.bihar.gov.in](http://bgsys.bihar.gov.in)

*Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://eproc2.bihar.gov.in>), "Zero" has been mentioned, by BSPRI. The actual value of the project depends on the rate decided by this tender and therefore due to this, it has been mentioned "Zero". The bidders will be required to quote the bids based on the requirements read with scope of work and the terms and conditions mentioned in the tender document.*

  
 CEO – Cum – Project Director  
 Bihar State Panchayat Resource Institute, Bihar



**INSTRUCTIONS TO BIDDER (ITB)****1. General instructions:**

- 1.1 The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2 Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.
- 1.2.1 **Registration of Bidders:** To participate in the e-tendering process, the bidder/agency is **required** to get themselves registered with Bihar Government Centralized e-Procurement portal at <https://eproc2.bihar.gov.in>. For assistance with registration or any technical support, bidders may contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, e-mail id: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in), Toll Free Number- 18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)".
- 1.2.2 **Digital Signature Certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).
- 1.2.3 The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the e-Procurement portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of submission of Tender Documents.
- 1.2.4 **Submission of bids:** Bids are to be submitted through online mode to the e-Procurement Portal <https://eproc2.bihar.gov.in> at a time for following activities – one while uploading documents for submission of technical bid before the prescribed date & time as mentioned in **Clause 5** in Notice Inviting Tender (NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
- 1.2.5 Before preparing and submitting the tender to the BSPRI, the bidders must thoroughly read and carefully examine all the terms and conditions, instructions, checklist and other requirements outlined in the Tender Document. Failure to provide any required information or to comply with the instructions and requirement specified in the Tender Documents may result in rejection of tender(s) submitted by bidders.
- 1.2.6 The bid, comprising technical components, along with the Earnest Money Deposit (EMD), must be submitted on or before the timeline specified in **Clause-5 of the Notice Inviting Tender (NIT)**.

**2. Inspection of Site**

The interested bidder may inspect the locations in the state where the services are to be rendered from 10.00 AM TO 5.00 PM on all working days, till the last date of bid submission as given in the tender schedule. The Bihar State Panchayat Resource Institute (BSPRI) shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

**3. Tendering Expense**

The bidder shall bear all costs and expenses incurred or to be incurred in connection with the preparation, mailing, submission, and processing of its tender. Bihar State Panchayat Resource Institute (BSPRI) shall not, under any circumstances, be responsible or liable for any such costs or expenses, irrespective of the conduct or outcome of the tendering process.

**4. Language of the tender**

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

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Downloaded from SkillCouncils.com  
However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

#### 5. Amendments to Tender Documents

- 5.1 At any time prior to the deadline for submission of tenders, the BSPRI may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 5.2 Such an amendment will be notified on e-Procurement portal <https://eproc2.bihar.gov.in> & BSPRI website: [www.bgsys.bihar.gov.in](http://www.bgsys.bihar.gov.in) and the same shall be binding to all prospective Bidders.
- 5.3 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above e-Procurement portal <https://eproc2.bihar.gov.in> & BSPRI website: [www.bgsys.bihar.gov.in](http://www.bgsys.bihar.gov.in) and the BSPRI will not issue separate communication to them. The BSPRI shall not be responsible in any manner if prospective bidders miss any notifications placed on e-Procurement portal <https://eproc2.bihar.gov.in> & BSPRI website: [www.bgsys.bihar.gov.in](http://www.bgsys.bihar.gov.in).

#### 6. Pre-Bid Meeting

- 6.1 In order to provide a response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of BSPRI as per details given hereunder:

Date & Time:	21/01/2026 (Thursday) at 11:00 AM
Venue:	CEO cum Project Director Chamber, 1 <sup>st</sup> floor, Panchayati Raj Department, Vikas Bhawan (New Secretariat), Patna-800015
Contact person:	I. Shri Akhilesh Kumar – SPM (CB) II. Shri Jaideo Sinha – SPM (Procurement)

- 6.2 During the pre-bid meeting, the clarification sought by representatives of prospective bidders shall be responded appropriately. However, bidders will be required to submit their queries in writing by the Same day and time. Bihar State Panchayat Resource Institute (BSPRI) will provide written responses to these queries on the e-Procurement portal <https://eproc2.bihar.gov.in> without disclosing the source of the queries. If necessary, amendments in accordance with Section II, Clause 5 will be issued, and such amendments shall be binding on all prospective bidders. Once a query has been addressed and clarified, it shall be considered final and closed for further discussion.

#### 7. Clarifications to Tender Documents

- 7.1 A prospective bidder seeking any clarification regarding the terms & conditions, technical specifications, or any other details provided in the Tender Documents may submit a written request for clarifications to Project Director, BSPRI, e-Mail ID: [info.bgsys@bihar.gov.in](mailto:info.bgsys@bihar.gov.in), within 05:00 PM same day of date of pre-bid meeting. All correspondence with respect to this tender must be conducted exclusively through this email ID only.
- 7.2 In the event of the above-mentioned day being declared as a holiday/closed day for Bihar State Panchayat Resource Institute, Bihar (BSPRI), the prospective bidders can submit written requests for clarifications, by 1700 hrs. on the next working day.
- 7.3 All the prospective bidders will be notified of response to clarifications only through e-Procurement portal <https://eproc2.bihar.gov.in> & BSPRI website: [www.bgsys.bihar.gov.in](http://www.bgsys.bihar.gov.in). Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and BSPRI will not issue separate communication to them.
- 7.4 The BSPRI shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the e-Procurement Portal <https://eproc2.bihar.gov.in>.



## 8. Earnest Money Deposit (EMD)

- 8.1 The tender shall be accompanied by Earnest Money Deposit (EMD) as per ITB clause 8.6 transferred through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>). (The bidders which are registered Micro/Small scale units seeking exemption for payment of EMD should submit valid copy of "UDYAM REGISTRATION CERTIFICATE" along with annexure-page details).
- 8.2 The EMD in the form of Bank Guarantee (BG) shall not be entertained.
- 8.3 The EMD of unsuccessful bidder will be returned to them without any interest, after the conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of the Performance Security.
- 8.4 Earnest money is required to protect the BSPRI against the risk of Bidder's conduct, which would warrant the forfeiture of the EMD.
- 8.5 The EMD/ Bid Security shall be forfeited by the BSPRI hereunder or otherwise, under the following conditions:
- 8.5.1 If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8.5.2 If a bidder withdraws its bid during the period of bid validity as specified in this RFP and as extended by the BSPRI from time to time.
- 8.5.3 In the case of the selected bidder, if it fails within the specified time limit:
- a) to sign the contract and/or
  - b) to furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI)

### 8.6 Details of EMD;

19. Rs. 10,000/- (Rupees ten thousand only) per District to be paid by online mode only through eproc2 portal. This shall be returned to unsuccessful bidder after completion or rejection of bid process. (The bidders which are registered Micro/Small scale units seeking exemption for payment of EMD should submit valid copy of "UDYAM REGISTRATION CERTIFICATE" along with annexure-page details).

## 9. Preparation of Tender

- 9.1 The Bidding documents shall be submitted in the mode as mentioned below: -

(1) Earnest Money Deposit (EMD)	Online Mode
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	No need to submit. The Training cost as per mentioned in Annexure -8

- 9.2 Bidders are requested not to submit the Financial Bid. In case of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.
- 9.3 The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of Annexure-2, at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender. The entire document being part of tender document should be page numbered. The Authorization Letter shall also be furnished along with the tender, as per Annexure-2.
- 9.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on



behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the BSPRI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

9.5 No need to submit Rates. The Training cost as per mentioned in Annexure -8.

9.6 Following required evaluation criteria must be submitted through online mode on e-Procurement Portal <https://eproc2.bihar.gov.in> :

- 9.6.1 Technical Proposal Covering Letter, as per Annexure-1
- 9.6.2 A duly notarized declaration (for not being blacklisted) from the bidder should be submitted in the format given in the "Annexure-2".
- 9.6.3 Particulars of the bidder, as per Annexure-3
- 9.6.4 Assignments of similar nature successfully completed, as per Annexure-5
- 9.6.5 Self-attested copy of the establishment of the entity under Companies Act, 1956/2013, or Limited Liability Partnership Act 2008, or Partnership Act 1932, or Societies Registration Act 1860, or Indian Trust Act 1882 or Proprietorship.
- 9.6.6 Self-attested copy of audited financial statement for the FY 2022-23, FY 2023-24 & FY 2024-25 i.e. Audited Balance Sheet, Audited Profit & Loss Account (if the bidder is registered under Companies Act, Partnership Act, or Limited Liability Partnership Act), Audited Income & Expenditure Account (if the bidder is registered under Societies & Trust Act) along with relevant notes on account.
- 9.6.7 Turnover Certificate issued by the Chartered Accountant (must be mentioned Membership No., UDIN No. & Date) the bidder is submitting the turnover statement for the financial years (FY) 2022-23, FY 2023-24 & FY 2024-25.
- 9.6.8 Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY) i.e. 2023-24, 2024-25 and 2025-26, for bidders.
- 9.6.9 Self-attested copy PAN Card, certificate of registration of GST issued by the appropriate authority valid as on date of submission of tender documents.

## 10. Tender Submission

- 20. Bihar State Panchayat Resource Institute (BSPRI) will open the tenders at the date and time as indicated in **Clause 5 (Schedule of Events) of the Notice Inviting Tender (NIT)**. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for Bihar State Panchayat Resource Institute (BSPRI), the tenders will be opened in online mode, on the next working day.
- 10.1 Technical evaluation of the bid will be done on the basis of technical qualification criteria and documents mentioned (Technical Bid) in Mandatory Documents Link present in the e-Procurement Portal <https://eproc2.bihar.gov.in> failing which the bid will not be considered for technical evaluation.
- 10.2 The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on e-Procurement Portal <https://eproc2.bihar.gov.in>
- 10.3 The bids of bidders whose technical bids are found technically responsive and comply with the bid documents will only be considered for evaluation.
  - 10.3.1 No bidder can place more than one bid in any form.
  - 10.3.2 The bidder has to give a single bid taking into consideration all the conditions as laid down in this tender document.
- 10.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSPRI, the revised date of schedule will be notified on the e-Procurement portal <https://eproc2.bihar.gov.in>. However, in the absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

**11. Bid Validity**

- 11.1 The submitted bids shall remain valid for a period of **180** days after the due date of submission of bids. Any tender valid for a shorter period shall be treated as nonresponsive and rejected.
- 11.2 In exceptional situations, the bidders may be requested by the Tender Inviting Authority (TIA) i.e. Project Director, BSPRI to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail/ e-procurement portal. The bidders who agree to extend the tender validity are to extend the same without any change or modification of their original tender are also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.



## EVALUATION OF TENDERS

### **1. Scrutiny of Tenders**

The tenders will be scrutinized by the Procurement committee of BSPRI to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the tender documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the BSPRI as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Bids of only those bidders, who qualify on technical bid, will be considered.

### **2. Infirmary/non-conformity**

The BSPRI may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the BSPRI as to whether the deviation is material or not, shall be final and binding on the bidders.

### **3. Discrepancies in Prices**

- 3.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 3.2 If, as per the decision of the BSPRI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the BSPRI, the tender is liable to be ignored.

### **4. Bidder's capability to perform the Contract**

The BSPRI, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive bidder, is eligible, qualified and capable in all respects to perform the contract satisfactorily. In such conditions, the decision of the BSPRI shall be final and binding on the bidders.

### **5. Contacting Bihar State Panchayat Resource Institute (BSPRI)**

- 5.1 From the time of submission of the tender to the time of awarding the contract, if a bidder needs to contact the BSPRI for any reason relating to its tender, it should do so only in writing.
- 5.2 In case a bidder attempts to influence the BSPRI, on the BSPRI's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection, and it may also lead to forfeiture of EMD in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the BSPRI.

### **6. Bid Clarification**

- 6.1 To facilitate evaluation of Proposals, the BSPRI may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by the BSPRI for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Notwithstanding anything contained in the NIT, the BSPRI reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 6.2 At any point in time during the bidding process, if required by the BSPRI, it is the bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the BSPRI. If no response is received by BSPRI within the given deadline, the tender shall be evaluated as per available information. The Procurement committee in the BSPRI can verify the facts and figures quoted in the

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proposal. The BSPRI reserves the right to conduct detailed due diligence of the information provided by the bidders for qualification.

## 7. Fraud and Corrupt Practices

- 7.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained herein, the BSPRI may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Empanelment Process.
- 7.2 Without prejudice to the rights of the BSPRI hereinabove, if an agency is found by the BSPRI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the BSPRI during a period of 5 (Five) years from the date such agency is found by the BSPRI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the BSPRI who is or has been associated in any manner, directly or indirectly, with the Empanelment Process.
  - (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment Process.
  - (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Empanelment Process.
  - (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BSPRI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (ii) having a Conflict of Interest, and
  - (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Empanelment Process.

## 8. Award of Contract

- 8.1 The BSPRI reserves the right to reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- 8.2 The bidder, who will be awarded the contract, shall be required to furnish a performance security of Rs. 30,000/- (Rupees Thirty Thousand only) per District with requisite validity (i.e. 3 years) in the form of Bank demand draft/Bank Guarantee in favor of Bihar State Panchayat Resource Institute, Payable at Patna.
- 8.3 The final Empanelment of the bidder/agency shall be responsive of technically, and the contract will be awarded to the bidder/agency who technically qualified, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per Section V.



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- 8.4 In the event that the selected bidder for the district (s) fails or refuses to honour the contract and/or the Letter of Intent (LoI), BSPRI shall be at liberty to negotiate with other responsive bidder(s) of the concerned district(s), with their consent, for execution of the work for the default district(s). Such services shall be carried out at the risk and cost of the first bidder. In case of such failure or refusal, the EMD of the concerned selected bidder shall be forfeited, and the LoI issued to the bidder shall stand cancelled.
- 8.5 In case, during the currency of the contract if bidder fails or shows unwillingness to provide the services, the BSPRI reserves the right to negotiate with the next responsive bidder to sign the contract of district training with same terms and conditions of the contract to get the uninterrupted service.
- 8.6 Bihar State Panchayat Resource Institute may select a minimum of one or more bidder(s) in addition to the selected bidder to the one district for the assignment. The BSPRI will reserve the right to assign one or more district to the selected bidder(s).
- 8.7 The BSPRI will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding rates accepted, subject to the terms of contract agreement to be signed between the parties "floated from this NIT" having the terms and conditions etc., therein.
- 8.8 The bidder shall give his acceptance within 7 days of issue of the Letter of Intent (LoI).
- 8.9 The BSPRI reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 8.10 The successful bidder is required to submit to the BSPRI the necessary Performance Security (PS) before entering into the contract/signing the contract document/agreement without exceptions. Failure to do so will result in the forfeiture of the EMD, and the award will be revoked with suitable measures taken against the bidder as appropriate. Relevant information about the performance security is provided in **Section VI, Para 11.**
- 8.11 The contract agreement between Bihar State Panchayat Resource Institute and the selected service provider will be required to be signed within 21 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider.

## 9. SCOPE OF WORK (SoW)

**Notice Inviting Tender for Empanelment of Agency for Providing food services for training and required necessary training equipment for conducting training programs under Bihar State Panchayat Resource Institute, Panchayati Raj Department in all 38 Districts of Bihar State.**

### 1. Objectives of the Assignment:

The Government of Bihar (GoB) aims to strengthen the Panchayati Raj Institutions as units of self-governance with a capability of planning, implementing and monitoring developmental schemes, promoting community participation, generating employment opportunities and providing justice at doorsteps. Department of Panchayat Raj (DoPR) looks after matter of Panchayat Raj Institution (hereinafter referred to as PRI) across all districts of Bihar. The vision of DoPR is to achieve decentralized and participatory governance through PRIs. The mission of DoPR is empowerment, enablement, transparency and accountability of PRIs to ensure inclusive development with social justice and efficient delivery of services. Panchayats are constitutionally mandated to prepare plans for economic development and social justice. DoPR has been working with stakeholders to institutionalize local sustainable development goals (hereinafter referred as LSDGs) planning and implementation with approach of convergence of available resources at grassroots.

As strengthening institution for Capacity Building and Training, SPRC at state level and DPRC at 38 District are established as part of Bihar State Panchayat Resource Institute (BSPRI), a registered society under Department of Panchayati Raj.

State Panchayat Resource Centre (SPRC) and District Panchayat Resource Centre (DPRC) function under the overall supervision, guidance and control of the Project Director-Cum-CEO of the Society (BSPRI) who also serves as the Director, Department of Panchayati Raj (DoPR). State Panchayat Resource Centre (SPRC) function as nodal authority for providing training at State level, research and other similar activities for Bihar and on similar line District Panchayat Resource Centre (DPRC) provides training at district and block level.

The objective of this assignment is to empanelment of agency for provide food and required items for Training Purposes in the district.

2. The bidder/agency shall be responsible for multiple training programs in alignment with the Government of India's Ministry of Panchayati Raj (MOPR) guidelines and state requirement. These training programs will enhance the capacity of PRI Members.
3. The bidder/agency shall be responsible for training and capacity building to enhance the knowledge, skills, and competencies of PRI Members, PRD Officials, BSPRI employees, and officials of other line departments. This initiative aims to strengthen their overall functional and operational capabilities.
4. The agency shall be responsible for supplying food and required equipment.
5. The agency shall provide food and equipment for training across multiple locations, including state, district, and block levels.
6. The following are the objectives of the training:
  - 6.1 Develop governance capabilities of Panchayati Raj Institutions (PRIs) to deliver on the Sustainable Development Goals (SDGs).
  - 6.2 Enhance capabilities of Panchayats for inclusive local governance with a focus on optimum utilization of available resources and convergence with other schemes to address issues of national importance.
  - 6.3 Enhance the capabilities of Panchayats to raise their own sources of revenue.



- 6.4 Strengthen Gram Sabhas to function effectively as the basic forum of people's participation, transparency and accountability within the Panchayat system.
- 6.5 Promote devolution of powers and responsibilities to Panchayats according to the spirit of the Constitution and PESA Act 1996.
- 6.6 Develop a network of institutions of excellence to support capacity building and handholding for PRIs.
- 6.7 Strengthen institutions for capacity enhancement of PRIs at various levels and enable them to achieve adequate quality standards in infrastructure, facilities, human resources, and outcome-based training.
- 6.8 Promote e-governance and other technology-driven solutions to enable good governance in Panchayats for administrative efficiency and improved service delivery.
- 6.9 Recognize and incentivize PRIs based on performance.

As strengthening institution for Capacity Building and Training, State Panchayat Resource Centre (SPRC) at state level, District Panchayat Resource Centre (DPRC) at district level and Block Panchayat Resource Centre (BPRC) are established in the state.

The centres are expected to be focal points for conduct and coordination of training, research and analysis, documentation and communication as per prescribed standards. These centres would be responsible for developing State training networks with academic and research institutions. MoPR has supported SPRCs and DPRCs with infrastructure (building and equipment) including distance learning facilities, faculty/domain experts and recurring costs. Manpower cost as provided under RGSA will be supported. SPRCs will develop training curricula, train resource persons, prepare training materials, undertake research and lead the capacity building & training activities in the State. DPRCs at the district level will roll out training for PRIs and provide continuous training and handholding support to ERs and functionaries in collaboration with existing government and non-government resource institutions.

SPRCs, DPRCs and other major training Institutions utilized for training of PRIs should be connected through distance learning facilities.

#### 9.1 Training Planning & Scheduling

- (i) Training shall be conducted strictly as per the schedule mentioned in the Training Calendar of BSPRI.
- (ii) The training programme shall be conducted throughout the year on a continuous basis, as per the approved schedule.
- (iii) The selected agency shall be responsible to provide all required item including food to execution of the training.

#### 9.2 Training and Coordination

- (i) The CEO cum Project Director, BSPRI shall be the sole authority responsible for overall supervision and monitoring of all training activities. The agency shall report to the Project Director, BSPRI for all matters related to training implementation.
- (ii) The District Panchayat Raj Office (DPRO) and the BSPRI Nodal Officer shall be responsible for coordination, facilitation, and supervision of training activities at the district level.
- (iii) The agency shall coordinate with the concerned District Panchayat Raj Office (DPRO) and the BSPRI Nodal Officer of the respective districts for finalization and smooth implementation of the training schedule.

#### 9.3 General Criteria for the agency

- (i) Food for training shall be provided as per guideline receive from the Department of Panchayati Raj
- (ii) Provide training related required equipment as and when need basis.

#### 9.4 General Criteria for Food

- (i) A good Quality of food, details mentioned in annexure- 6

10 The successful bidder shall submit to BSPRI the certified copy of certificates and credentials of all human resources before their deployment in the project.

10.1 Service Provider will issue identity cards to their staff/workers deployed for the project.

- 10.2 There shall be no employer-employee relationship between the BSPRI/PRD and the personnel deployed by the agency for the project. Hence at no point the employee/personnel of the agency shall make any claim of employment or of any kind from BSPRI/ PRD.
- 10.3 The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation, laws related to child labour, minimum wages, or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time in respect of the personnel appointed in training center

**11 Geographic Coverage**

- (i) The agency shall supply food and all other required items related to the training programme across all 38 districts of Bihar, or in selected districts, as per the approved training plan and requirements.



**ELIGIBILITY CRITERIA**

1. This invitation is open to organizations registered under Companies Act 1956/2013, or Limited Liability Partnership Act 2008, Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trusts Act 1882, or Proprietorship firm, who fulfil the eligibility and qualification criteria specified hereunder. **(Consortium not allowed)**

Sl.no.	Eligibility Criteria for Individual Firms	Supporting Document
1	The Bidder should be established entity registered under Companies Act 1956/2013, or Limited Liability Partnership Act 2008, Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trusts Act 1882 or a Proprietorship firm.	<p><b>For Company/LLP-</b> Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC).</p> <p><b>For Partnership Firm:</b> Certificate issued under Partnership Act, 1932 along with Partnership Deed.</p> <p><b>For Society/ Trust -</b> Certificate issued under Societies Registration Act 1860/ Indian Trust Act 1882.</p> <p><b>For Proprietorship firm -</b> Copy of the establishment certificate registered under MSME/SSI/Shop &amp; Establishment Act</p>
2	The Bidder must have an average annual turnover of not less than <b>INR 10 (ten) lakhs</b> during the financial years <b>FY 2022-23, FY 2023-24 &amp; FY 2024-25</b> , as evidenced by the audited accounts of the bidder certified by Chartered Accountant.	<p>Self-attested copies of below documents for concerned financial years to be submitted by the bidder:</p> <p>a) Audited Financial Statement inclusive of Audited Balance Sheet, Audited Profit &amp; Loss Account/Income &amp; Expenditure Account, along with related notes on account.</p> <p>b) Turnover certificate issued by Chartered Accountant (must be mentioned Membership No., UDIN No. &amp; Date) certifying the turnover related to training and capacity-building activities for which the bidder is submitting the turnover statement.</p>
3	The bidder/agency must have 01 (one) experience in supply of food in any Central Government/ State Government/ PSU, in the financial years <b>FY 2022-23, FY 2023-24 &amp; FY 2024-25</b>	<p>1. Self-attested copy of Work order/Memorandum of Understanding (MoU)/Contract document evidencing the required experience, if project is ongoing or in progress.</p> <p>2. <b>Annexure-05</b> filled with correct details.</p>

4	The bidder/agency must have experience of executing at least one single work order of value not less than INR 01 Lakh (Rupees One Lakh only) towards supply of food in any Central Government, State Government, or Public Sector Undertaking (PSU) during the financial years FY 2022-23, FY 2023-24, or FY 2024-25.	Copy of the work order/Memorandum of Understanding (MoU)/Contract document evidencing the required experience, if the project has been completed. Or, Self-attested copy of Work Order/Memorandum of Understanding (MoU)/Contract document evidencing the required experience, if project is ongoing or in progress.  Annexure-05 filled with correct details.
5	Required Certificate and License	Self-attested copy of FSSAI License (Food License of India)
6	The bidder shall provide self-attested copies of: (i) PAN card of the firm/agency (ii) Income tax return (ITR) of last three assessment years (AY 2023-24, 2024-25 and 2025-26). (iii) GST Registration Certificate	Self-attested copies of: (i) PAN card (ii) Copy of Income Tax Return (ITR) filled by bidder in three assessment years (AY 2023-24, 2024-25 and 2025-26). (iii) Copy of GST Registration Certificate.
7	(i) The bidder must not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason(s), as on date of submission (upload) of online bidding documents. (ii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency / State / Central Department/PSU.	Affidavit sworn before the Public Notary/Executive Magistrate, as mentioned in Annexure-2.

2. **Other Eligibility Condition:** In case of multiple technically qualified bids for the same district, BSPRI may call all eligible bidders for presentation based on defined parameters. Parameters for presentation will be communicated to the bidders well in advance. BSPRI reserves the right to select one or more service providers after the presentation for each district as per requirement.
3. Upon verification of the above desired documents submitted by the bidder, if any bidder is found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility in the bidding process, the bidder shall be liable for punitive action due to its doubtful integrity. Such actions may include debarring the bidder from the Empanelment process, forfeiture of the Earnest Money Deposit (EMD) or Bid Security, and initiation of punitive and legal proceedings at the bidder's risk.
4. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission of bid, EMD/Bid security etc.), will qualify for the empanelment.



**TERMS AND CONDITIONS****1. Use of contract documents and information**

- 1.1 The Service Provider shall not, without the BSPRI's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the BSPRI in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Service Provider shall not, without the BSPRI's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Service Provider, each and every other document mentioned in sub-clause 1.1 above shall remain the property of the BSPRI and, if advised by the BSPRI, all copies of all such documents shall be returned to the BSPRI on completion of the Service Provider's performance and obligations under this contract.

**2. Intellectual Property Rights**

The bidder/agency shall, at all times, indemnify and keep indemnified the BSPRI, free of cost, against all claims which may arise in respect of goods & services to be provided by the bidder/agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the BSPRI, and the BSPRI shall notify the bidder/agency of the same and the bidder/agency shall, at his own expenses take care of the same for settlement without any liability to the BSPRI.

**3. Insurance**

- 3.1 The bidder/agency shall be responsible for ensuring insurance coverage for its human resources, machines, equipment, and other assets against accidents, theft, damage, burglary, and similar risks
- 3.2 The BSPRI shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the agency while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the bidder/ agency.

**4. Start of the Services**

- 4.1 The service provider should start the service in all the concerned districts within stipulated time frame from the date of signing the contract.
- 4.2 If the services are not operational within the stipulated timeline, BSPRI reserves the right to impose a penalty maximum 10% value of the particular assignment.
- 4.3 If the service provider fails to start the services within stipulated time frame from the date of signing the contract document, the contract shall be terminated, and the selected service provider may be blacklisted, resulting in forfeiture of performance security/bank guarantee to which the selected agency shall have no claims. In such a case, BSPRI shall be **at liberty** to involve next service provider from other district (S) with their consent to enter into an agreement with the BSPRI, to provide the services.

## 5. Project Duration Downloaded from SkillCouncils.com

5.1 The project will be awarded for an initial period of three (03) years, with the possibility of an extension for up to two (02) additional years, subject to continued requirement and/or approval from 'BSPRI'. Extensions will be granted one year at a time, subject to the agency's satisfactory performance and compliance with any mutually agreed-upon conditions between the agency and BSPRI. However, the agency shall have no inherent right to an extension.

5.2 The Service Provider will be obliged to establish, manage and operate the Assignment in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract.

## 6. Payments

6.1 The payment will be made on a **per training basis** to the agency by Bihar State Panchayat Resource Institute (BSPRI)/DPRC /DPRO against the approve invoices (as prescribed under GST Act) raised for the services during the assignment.

6.2 The agency will submit the hard copy of consolidated district-wise Invoices along with the supporting documents (including photograph, attendance, etc.) with proper verified by the district BSPRI Nodal /DPRO by every end of the training.

6.3 It will be the responsibility of the District Nodal Officer/DPRO to approve the invoice.

6.4 The payment will be centralized or from district. All payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

6.5 The payments will be made through PFMS/CFMS or any other mode within 30 days of submission of proper approved invoices, after necessary verification & deduction of penalties (if any).

6.6 The payment will be subject to TDS as per Income Tax Rules/GST (if applicable) and other statutory deductions as per applicable laws.

## 7. Performance Review & Penalty Provisions

7.1 Agency performance would be evaluated based upon identified Key Performance Indicators (KPIs) listed below. The parameters will be used to assess the performance of the agency and penalties will be applied as and when required, upon commissioning of the services.

Sr. No.	Performance Indicators	Penalty in case of non-fulfilment of Performance Indicators	Review Source but not limited to
1.	Food Quality & behavior of the agency	Deduction of Rs. 500/- per hour of delays max 5% of per days training cost	DPRO/District Nodal
2.	Equipment Quality and <b>timely delivery</b>	Deduction of Rs. 500/- per hour of delays max 5% of per days training cost	DPRO/District Nodal

7.2 Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs). The applicable penalty will be deducted from the invoice. However, the maximum penalty would be limited to 10% of total payments due for the month against invoices raised.

7.3 The above penalty amount shall be deducted from the payment of pending invoice(s) or shall be adjusted from the performance security.

## 8. Signing of the Contract

The Contract document/Agreement between BSPRI and selected Service Provider should be executed within 21 days of the issue of the Letter of Intent (LoI). The selected agency/bidder will have to submit the Performance Security (PS), as applicable before signing the agreement. Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desired.



**9. Sub-Contract**

Sub-letting/Sub-contracting of the contract would not be allowed under any circumstances, and the contract may be terminated in case the bidder/agency sublets or sub-contracts its liabilities/responsibilities/obligations under the contract to others. Penal action may also be taken against the bidder/agency.

**10. Modification to Contract**

The contract when executed by the parties (BSPRI and the agency) shall constitute the entire contract between the parties (BSPRI and the agency) in connection with the jobs / services and shall be binding upon the parties (BSPRI and the agency). Modification, if any, to the contract shall be in writing and with the consent of both the parties (BSPRI and the agency) and not otherwise.

**11. Performance Security**

- 11.1 The successful bidder shall have to furnish a performance security of Rs. 30,000/- (Rupees Thirty Thousand only) per District with requisite validity (i.e. 3 years) in the shape of a Bank Guarantee (BG) issued by a scheduled Bank in favour of "Bihar gram swaraj Yojna society, Panchayati Ra Department" payable at Patna.
- 11.2 The Bank guarantee shall be as per proforma at "Annexure 4" and remain valid for a period of six months beyond the date of expiry of the contract. Performance Security will be returned to the bidder, upon validation of completion of all contractual obligations including warranty.
- 11.3 The performance security should be submitted before signing the contract document positively, failing which the EMD may be forfeited, and the award of contract may be cancelled.
- 11.4 If the agency/bidder violates any of the terms and conditions of contract floated from this NIT in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the BSPRI and the contract may also be cancelled/terminated. Further, the agency may be blacklisted for a reasonable period as decided by BSPRI.
- 11.5 Performance security may calculate the last year completed training in district.
- 11.6 The agency shall be submitted the district wise performance security.

**12. Third Party Assessment**

The BSPRI may conduct third party assessments of services rendered and conduct of Agency during project period. The Agency will be informed about such an assessment. The BSPRI may take action on the basis of the findings of the third-party assessment. Third party assessment may be done on a yearly basis, or as & when felt necessary by BSPRI. The cost for third party assessment shall be borne by the selected agency. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the bidder's bills, under the prevailing law(s).

**13. Termination of Contract**

- 14.1 Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization after signing of contract, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also, whatever it relates.
- 14.2 Notwithstanding contained here, the BSPRI, without prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited.
- 14.3 In the event the BSPRI terminates the contract in whole or in part, the BSPRI may carry out risk purchases of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the BSPRI for the extra expenditure, if any, incurred by the BSPRI for arranging such services.

**14. Termination for Insolvency**

If the bidder or agency becomes bankrupt or otherwise insolvent, it will inform the BSPRI within 30 days' written notice to terminate the contract. The BSPRI reserves the right to terminate, without any compensation, whatsoever, to the agency, and the BSPRI may forfeit the performance security.

**15. Termination by Mutual Consent**

In the event the BSPRI and the selected service provider mutually agrees to terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of all the parties contract may be terminated without any Legal or Financial Obligation on any Party to the contract.

**16. Force Majeure**

- 17.1 For purposes of this clause, Force Majeure means an event beyond the control of the bidder/agency and not involving the bidder/agency's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include and will not be limited to wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 17.2 If a Force Majeure situation arises, the bidder or agency shall promptly notify the BSPRI in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the bidder or agency in writing, the bidder/agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 17.4 In case due to a Force Majeure event the Service Provider is unable to fulfil its contractual commitment and responsibility, the BSPRI will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**17. Notices**

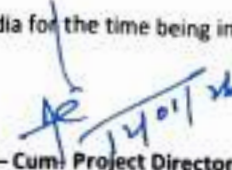
Notice, if any relating to the contract given by one party to the other, shall be sent in writing by hand or e-mail or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the BSPRI and the bidder/agency.

**18. Resolution of Disputes**

- 19.1 Any dispute or difference or claim arising out of or in relation to the terms of Agreement to be executed, will be settled by reaching a mutual understanding between the parties.
- 19.2 If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of district of Patna only.

**19. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

  
CEO – Cum Project Director  
BSPRI, Panchayati Raj Department



## TECHNICAL PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To

The CEO – Cum- Project Director

Bihar State Panchayati Resource Institute (BSPRI),

1<sup>st</sup> Floor, New Secretariat (Vikas Bhawan), Patna, Bihar.

Ref: Notice Inviting Tender for Empanelment of Agency for Providing food services for training and required necessary training equipment for conducting training programs under Bihar State Panchayat Resource Institute, Panchayati Raj Department in all 38 Districts of Bihar State.

Dear Sir / Madam,

We, the undersigned, offer to empanelment of agency to provide training food and required equipment for the districts training in Bihar, in accordance with your Notice Inviting Tender (NIT) Reference No. ...., we are hereby submitting our Proposal for the same.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from the project specific contract and contract negotiations.

We understand that the BSPRI may cancel the Empanelment process at any time and that you are neither bound to accept any proposal you receive nor to select the agency without incurring any liability to the bidders. We acknowledge the right of BSPRI to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to BSPRI any additional information it may find necessary or requires to supplement or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

**We declare that:**

- We have examined and have no reservations to the tender document, including any addendum issued by BSPRI.
- We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with BSPRI or any other public-sector enterprise or any government, Central or State; and
- We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- We declare that We/any member of the firm, are/is not a member of a/any other firm applying for Empanelment.

- e. We certify that in regard to the fact that we have not been convicted by a court of law.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BSPRI and / or the Government of Bihar in connection with the Empanelment of agency or in connection with the Empanelment process itself in respect of the above-mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- i. A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j. In the event of being selected, I/We agree to enter into a contract for the project awarded to us by the BSPRI.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Registered Name of the Bidding Entity/Firm: