



CHHATRAPATI SHAHU MAHARAJ RESEARCH, TRAINING AND HUMAN DEVELOPMENT INSTITUTE, PUNE

(An Autonomous Institute of Govt. of Maharashtra)



सार्थी
समृद्धि, विकास-संसाधन सेवा, सार्वजनिक प्रशिक्षण

Balchitravani, C T Survey Number 173, B/1, Gopal Ganesh Agarkar Road, Pune 411 004

Email ID : sarthipune@gmail.com

CIN: U74999PN2018NPL177394

Website : www.sarthi-maharashtragev.in

020-25592502

E-TENDER No. SARTHI/MPSC Legal Services / COACHING INSTITUTE EMPANELMENT/2023 -24

Date:


Invitation of Bids through E tender for Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) located at NAGPUR ONLY

for Coaching SARTHI Target Group Candidates for Legal Services Competitive Examination-CJJD & JMFC conducted by MPSC

Online Bids through E Tender(in two Bid system - Technical Bid& Commercial Bid) are invited **Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) at NAGPUR ONLY for Coaching of Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC** for the candidates to be sponsored by Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (hereinafter referred to as SARTHI).

Interested Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) located at **NAGPUR ONLY** having up-to-date facilities and infrastructure can submit their Technical Bid & Commercial Bid online on website.

Name of the Service	Tender Fee	Earnest Money Deposit (EMD)
Coaching SARTHI Target Group Candidates for Judicial/Legal Services Competitive Examination CJJD & JMFC conducted by MPSC	Rs. 15,000/-	Rs. 2,00,000/-

- The Bid Documents are available on website <https://mahatenders.gov.in> and can be downloaded therefrom
- The interested Bidders will have to register and enroll on website <https://mahatenders.gov.in> to participate in the Bid process.
- The interested Bidders will have to submit all the required documents by online submission only.
- Tender fee of Rs.15,000/- is to  and / Debit Card / Net Banking.

- e. The EMD of Rs.2,00,000/- is to be deposited online through Credit Card / Debit Card / Net Banking.
- f. Interested Institutes / Bidders shall submit their Bid on or before 20 / 11 /2023, 15:00 hrs.
- g. The advertisement is also available on SARTHI website www.sarthi-maharashtrago.in >Notice Board>Tender> Coaching SARTHI Target Group Candidates for Judicial/Legal Services Competitive Examination CJJD & JMFC conducted by MPSC -Coaching Institute Empanelment- For information only.
- h. The Coaching institute shall be selected based on the selection criteria as approved and decided by SARTHI, Pune as mentioned in the Bid Document.
- i. Joint Venture/Consortium is not permitted.
- j. In case of any queries, Bidders should contact 020-25592520, 020-25592502 or on E- mail:- sarthipune@gmail.com and jmfc.sarthi@gmail.com
- k. Right to reject any or all the Bids, without assigning any reason, is reserved by the Managing Director, SARTHI, Pune

Notice:*This document is the property of SARTHI, Pune. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without SARTHI's written permission, even by the authorized personnel / agency for any purpose other than the purpose specified herein and it is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian Law.*

Shri Ashok Kakade IAS
Managing Director, SARTHI, Pune

Section-1: Invitation for Bids through E TENDER

Chhatrapati Shahu Maharaj Research, Training and Human Development Institute, hereinafter referred to as SARTHI, Pune invites bids through E TENDER, in two Bid system (**Technical Bid& Commercial Bid**) from Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)located at **NAGPUR ONLY** for empanelment of Coaching Institute by SARTHI, Pune **for Coaching SARTHI Target Group Candidates for Judicial/Legal Services Competitive Examinations CJJD & JMFC**

Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete Bid Document is available on the website <https://mahatenders.gov.in> for the purpose of downloading. The downloaded Bid Document shall be considered valid for participation in the electronic Bidding process (e-Tendering) subject to the submission of required tender/ Bid Document fee and EMD.

To participate in online Bidding process, Bidders must procure a Digital Signature Certificate (Class - III) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic Bids. In case of any queries or technical difficulties, Bidders should contact SARTHI Technical representative 020-25592520, 020-25592502 or on E- mail:- sarthipune@gmail.com and jmfc.sarthi@gmail.com

Section-2: Key Events & Dates

1. Key Events and Dates

Sr.No.	Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	Release Tender	-	27/10/2023 10:00	20/11/2023 15:00	-
2	Pre- Bid Meeting	-	03/11/2023 13:00 (through Zoom/VC)	03/11/2023 13:30 (through Zoom/VC)	-
3	-	Bid Submission	27/10/2023 11:00	20/11/2023 15:00	Commercial Envelop C1, Technical Envelop T1
4	Technical Bid Opening	-	23/11/2023 15:01	23/11/2023 17:00	Technical Envelop T1
5	Spot Verification		To be decided and notified later	To be decided and notified later	
6	Presentation & Demonstration by Shortlisted Bidders on basis of (6) &(7)		To be decided and notified later	To be decided and notified later	
7	Commercial Bid Opening	-	To be decided and notified later	To be decided and notified later	Commercial Envelop C1

* The prospective bidders desirous of attending the Pre bid meeting or sending queries may submit their request through email to jmfc.sarthi@gmail.com and sarthipune@gmail.com. (Refer Appendix B)A link for attending Pre bid meeting via Video Conference on Zoom will be sent to interested bidders on receiving their email IDs. SARTHI reserves the right to restrict the number of participants from a bidder in public interest. In case of decision regarding physical presence for Pre bid meeting, all prospective bidders will be informed beforehand.

2. Other Important Information Related to Bid

Sr. No.	Item	Description
1	Earnest Money Deposit (EMD) (To be paid online)	Rs.2,00,000/- (Rs. Two Lakhs Only)
2	Tender Fee (To be paid online)	Rs.15,000/- (Rs. Fifteen Thousand Only)
3	Bid Validity Period	One-hundred-and-twenty (120) days from the date of submission of Bid.
4	Last date of signing contract	As intimated in work order of SARTHI, Pune.
5	Security Deposit	Security Deposit will be 3% of the Total Contractual Value and the EMD amount will be will be transferred into Security Deposit on request of successful bidders; in case the value of Security Deposit exceeds EMD, the excess amount is to be paid by successful Bidder through Demand Draft, payable to SARTHI, Pune.

Section- 3: Instructions to Bidders

1. Background of SARTHI

Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI), Pune is an Autonomous Institute of Government of Maharashtra under Planning Department. Chhatrapati Shahu Maharaj Research Training and Human Development Institute (SARTHI), Pune is registered under Company Act, 2013 under Section 8 as Non-Profit government company for research, policy advocacy, training etc. for socio-economic and educational development of Maratha, Kunbi, Maratha-Kunbi and Kunbi-Maratha community in Maharashtra State.

2. Purpose

Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) located at **NAGPUR ONLY** for providing coaching to the candidates to be sponsored by SARTHI, Pune **Judicial/Legal Services Competitive Examinations CJJD & JMFC**

The proposed coaching should serve as a platform to provide quality coaching to the candidates to be sponsored by SARTHI.

3. Bid Process

The Bidder has to submit a Bid online in **two envelope systems**, one containing **Technical Bid** and other containing **Commercial Bid** for “**Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) to provide coaching for Coaching SARTHI Target Group Candidates for Judicial/Legal Services Competitive Examinations CJJD & JMFC** conducted by MPSC.

The Bidder can submit Bid for coaching at **NAGPUR ONLY** , provided that the Bidder can arrange adequate resources within 7 days of award of contract, to provide coaching at the location for which the Bid is submitted. *Coaching class must be fully functional and operating as per Technical criteria mentioned herewith, at the time of filling Technical Bid.* Failure to arrange the resources, within 7 days, the award of the contract will be cancelled and the EMD will be forfeited.

4. Tender Fee (Non-Refundable)

The Bidders are requested to deposit the **Tender Fee of Rs.15,000/-** online through Credit Card / Debit Card / Internet Banking. Proof of the same should be attached with the Technical Bid. It is to be noted that the Tender Fee is non- refundable. However, Tender Fee will be refunded in case of cancellation of overall tender process (i.e., if the tender process is cancelled by SARTHI) by SARTHI.

5. Earnest Money Deposit

The Earnest Money Deposit (EMD) of Rs.2, 00,000/- is required to be deposited online through Credit Card / Debit Card / Net Banking / NEFT. Proof of the same should be attached with the Technical Bid. Realization of

Online NEFT / RTGS payment takes 2 to 24 hours, so it is advised to make sure that online NEFT / RTGS payment activity should be completed well before time.

- a. The EMD shall be denominated in Indian Rupees only.
- b. No interest will be payable to the Bidder on the amount of the EMD.
- c. Bids submitted without adequate EMD is liable for rejection.
- d. EMD of unsuccessful Bidders will be refunded after completion of Bid process and the EMD of successful Bidders whose institute is not opted by any of the candidate, **for the coaching Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC.**, will be refunded after completion of admission process.
- e. EMD of Successful Bidders, whose institute is opted by the candidates, **for the coaching Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC**, will be refunded after successful completion of course.
- f. **The EMD may be forfeited:**
 - i. If a Bidder withdraws his Bid or revises/ increases his quoted prices during the period of Bid validity or its extended period, if any.
 - ii. If successful Bidder fails to sign the Contract within the time specified by SARTHI.
 - iii. If during the Bid process, a Bidder indulges in deliberate act that would jeopardize or unnecessarily delay the process of Bid evaluation and finalization. The decision of the SARTHI regarding forfeiture of the Bid Security shall be final and binding upon Bidders.

6. (A) SECURITY DEPOSIT:

The amount of Security Deposit to be submitted by the successful bidder will be 3% of the total contractual value awarded to the successful Bidder by SARTHI, Pune. The EMD amount will be transferred into Security Deposit on request of successful bidders and in case of Security Deposit been of higher value than EMD, then the excess amount is to be paid by the Successful Bidder in form of Demand Draft payable to SARTHI, Pune, before the Issuance of Work Order and signing of Memorandum of Understanding (MoU) with SARTHI, Pune. Security Deposit shall be retained by SARTHI, Pune for a period of minimum 3 years.

7. Transfer of Bid

The Bid / E TENDER Document are not transferable. The Bidder who purchases the Bid Document and submits the Bid shall be the same.

8. Consortium and Joint Ventures

Bids of joint venture / consortium / subcontracting will not be accepted.

9. Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- b) The response to this E TENDER should be full and complete in all respects. Failure to furnish all information required by the E TENDER document or submission of a proposal not substantially responsive to the E TENDER document will be at the Bidder's risk and may result in rejection of their Proposal.

10. Place of opening of E TENDER

The E TENDER will be opened online in the Office of **Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI), Balchitravani, C T Survey number 173, B / 1, Gopal Ganesh Agharkar Road, Pune 411 004** on the scheduled dates.

11. Bid Preparation Costs

The Bidder shall submit the Bid at its cost and SARTHI shall not be held responsible for any cost incurred by the Bidder. Submission of a Bid does not entitle the Bidder to claim any cost and rights over SARTHI and SARTHI shall be at liberty to cancel or modify any or all Bids without giving any reason thereof.

All materials submitted by the Bidder shall be the absolute property of SARTHI and no copyright /patent etc. shall be entertained by SARTHI.

12. Amendment of E TENDER Document

- a) If SARTHI deems it appropriate to revise any part of this E TENDER or to issue additional data to clarify an interpretation of provisions of this E TENDER, it may issue supplements to this E TENDER. Any such corrigendum shall be deemed to be incorporated by this reference into this E TENDER.
- b) All the amendments made in the document would be published on the website <https://mahatenders.gov.in> and also on SARTHI website www.sarthi-maharashtrgov.in and shall be part of the document.
- c) The Bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this E TENDER document. SARTHI also reserves the rights to amend the dates mentioned in this E TENDER for successful Bid process.

13. Pre- Bid Meeting

Pre- Bid meeting is open to all prospective Bidders. The prospective bidders desirous of attending the Pre bid meeting or sending queries may submit their request, in given format only, through email to sarthipune@gmail.com. A link for attending Pre bid meeting via Video Conference on Zoom will be sent to interested bidders on receiving their email IDs. The same will be held **on 03 /11/2023 13:00 hrs., through Zoom Conference.** In case of decision regarding physical presence for Pre bid meeting, all prospective bidders will be informed beforehand and the meeting will be held on **03 /11/2023 13:00 hrs.,** in the Office of **Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI), Balchitravani, C T Survey number 173, B / 1, Gopal Ganesh Agharkar Road, Pune.** (refer Appendix B)
SARTHI reserves the right to restrict the number of participants from a bidder in public interest.

14. SARTHI's Right to Terminate the Process of Amend the E Tender

SARTHI may terminate the E TENDER process at any time and without assigning any reason. SARTHI shall not be held responsible for any cost incurred by the Bidder in Bid preparation. SARTHI reserves the right to amend/edit/add or delete any clause of this Bid Document. However, this will be informed to all and will become part of the Bid. Rights to empanel Coaching Classes location wise and to decide number of empaneled coaching classes are reserved with SARTHI.

At any time before the submission of bids, SARTHI, PUNE may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial. Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by SARTHI, PUNE. SARTHI, PUNE has right to cancel or modify the tender.

In case of any amendment, as deemed fit by SARTHI, Pune, with regards to this E Tender, will be suitably declared through corrigendum regarding the supplements/modifications added to the E Tender.

15. Language of Bids

This Bid should be submitted in English language only. If any supporting documents submitted are originally in Marathi or Hindi language then that will be accepted as it is.

16. Bid Submission Format

- The entire proposal shall be submitted strictly as per the format specified in this Bid Document. Bids with deviation from this format are liable for rejection.
- All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is Applicable **However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.** Tenders made by fax and the received late will not be entertained.
- The Responses should be typewritten or (legible) handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out initialing dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.

17. Submission of Bids

The Bidder should submit the Bid online, which shall comprise of the following two envelopes (Two envelope systems shall be followed for the Bid):

- Technical Bid (Proposal). Including relevant credentials
- Commercial Bid (Proposal).

NOTE: THROUGHOUT THE BID- READ "COACHING INSTITUTE" IS EQUIVALENT TO "Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)"

18. Technical Bid

The Technical Bid should consist of all details, **save and except the price**, as per Annexure- I. Technical Bid should be clearly superscribed as **"Technical Bid for Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) to Provide Coaching for the coaching of Judicial/Legal Services Competitive Examinations CJD & JMFC conducted by MPSC. (Annexure I, Appendix A, Annexure II, Annexure III)**

Qualification Requirements of the Coaching Institute is as under:

- i. **Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)** should be approved by Competent Authority or registered under Indian Company Act or Indian Partnership act or any relevant act in India (whichever is applicable) and should have coaching facility at **NAGPUR ONLY**. Proof of approval or registration (whichever is applicable) should be submitted.
- ii. **Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)** must be related to **Legal/Judicial Training & coaching or training**.
- iii. **Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)** should have average financial turnover of at least Rs.30 Lakhs in last three financial years (FY 2019-20, 2020-21, 2021-22) CA certified and attach Form 16 (refer Annexure I & Appendix A)
- iv. **Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)** should provide coaching for complete syllabus for **Judicial/Legal Services Competitive Examination CJD & JMFC** conducted by MPSC, within stipulated time period of contract.
- v. **Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)** should have well equipped classroom. The **Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)** must provide details of available Virtual Classroom/audio-video set up available at the institution in the proposal.
- vi. Details of course material and trainers' profile should be submitted.
- vii. **Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)** should have facility to provide Online as well as Offline Coaching and must mention the details of both Online & Offline coaching facility in the proposal

b) Mandatory Documents to be uploaded with Technical Bid (Envelope No. 1)

- i. Technical Bid Form (Annexure I).
- ii. Copy of valid Approval By Competent Authority OR Registration Certificate/ shop act /Indian Company Act or Indian Partnership act or any relevant act in India of the Coaching Institute.
- iii. Computer generated deposit receipt for Tender Fee& EMD.
- iv. GST Registration Certificate.
- v. PAN Card Copy/TAN
- vi. Income tax returns for last 3 financial years (FY 2019-20, 2020-21, 2021-22)
- vii. Document supporting Annual Turnover:Income and Expenditure Statement / Statement of Profit & loss and Balance Sheet of last 3 financial years.CA certified (FY 2019-20, 2020-21, 2021-22)(Refer Annexure I& Appendix A)

- viii. **Document supporting Built-up area:-**The Coaching Institute must have adequately resourced built-up area of atleast 1500 sq.ft OR each classroom of capacity to accommodate at least 60 candidates and 3 such capacity classes, with all the facilities. Supportive document of built-up area of the Coaching Institute, to be submitted is Lease and License copy for rented accommodation and property tax bill for own building or any relevant document.(whichever is applicable)
- ix. Supporting document (If any) for having empanelled by any government organization/department/autonomous organization of the government for providing coaching to the sponsored candidates.
- x. Photograph of Coaching Centre, Classrooms and other infrastructure facilities.
- xi. Details of course material and list of faculty members with their bio data
- xii. Submission of Undertaking as given in Annexure II
- xiii. Self-declaration for not black - listed by any of the Govt./Semi Govt. Organization and for not having criminal case against any Governing member/ Partner/Director. (Annexure III)
- xiv. Year wise details of successful candidates in **Civil Judge Junior Division and Judicial Magistrate First Class (CJJD & JMFC) Examination or any other relevant Judicial/Legal Services Examinations.** Details of the selected candidates to be submitted in following format

Sr. No	Name of the Candidate who got selected in CJJD & JMFC Examination or any other relevant Judicial/Legal Services Examinations.	Phone Number of successful candidate	Type of Coaching imparted to the candidate by the Coaching Institute for CJJD & JMFC Examination or any other relevant Judicial/Legal Services Examinations -Prelim or Main or both prelim and Main or Interview)	Year of passing Civil Judge Junior Division and Judicial Magistrate First Class (CJJD & JMFC) Exam	Post for which the candidate got selected

Data must be authentic and will be verified by SARTHI, Pune and if found to be false, the bidder will be disqualified.

- xv. The Coaching Institute shall prepare a detailed presentation demonstrating its Offline Coaching plan and available facility, to be presented on the day of technical opening or any other date scheduled by SARTHI, Pune. A back up plan is to be incorporated in the presentation, considering the pandemic situation/emergency situation, regarding the mode of conduct of coaching classes.

Note: The Commercial Bid will be opened only after the opening and scrutiny of the Technical Bid & Spot Verification.

The Commercial Bids of only those Bidders will be opened whose Technical Bids are qualified and also qualify in Spot Verification.

19. Commercial Bid:

The Commercial Bid will contain only the Commercial Bid as per Annexure -IV, duly filled in and signed and must be clearly superscribed as **“Commercial Bid for Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)to provide coaching for Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC”**

DO NOT ATTACH COMMERCIAL BID OR ANY SORT OF REVELATION OF RATES IN TECHNICAL BID OR ELSE BIDDER WILL BE DISQUALIFIEDFROM ENTIRE BID PROCESS.

20. Disqualification:

The Bidder should ensure that all the required documents, as mentioned in this E TENDER / Bidding Document, are submitted along with the Bid. Non submission of the required documents may lead to the rejections of the Bids submitted by the Bidder. Besides other conditions and terms highlighted in the tender document, Bids may be rejected / disqualified under following circumstances:

- In case the Bidder fails to meet the Bidding requirements as indicated in this Bid /E TENDER or not submitted the Bid in accordance with the procedure and formats prescribed in this document.
- During validity of the Bid, or its extended period, if any, the Bidder increases his quoted price.
- Incomplete Bid or failure to furnish all information required as per tender document and failure to furnish proofs for information provided.
- Any attempt by Bidder to modify, substitute or withdraw the proposal after submission
- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.
- Bids submitted without or with improper EMD
- Bids without signature of person (s) duly authorized on required pages of the Bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.

• Technical Bid containing commercial details or revelation of prices in any form or by any reason before opening the Commercial Bid.

- Commercial Bids that do not conform to the Tender’s Commercial Bid format (Annexure- IV).
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Agreements of this tender.
- If the Bid does not conform to the timelines indicated in the Bid.
- If the purchaser of the Bid (i.e., who pay Tender Fee and EMD) and submitter of the Bid is different.
- Any effort on the part of a Bidder to influence the Bid evaluation, Bid comparison or contract award decisions by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- Bidder fails to enter into a Contract within 10 Days of the date of issue of Letter of Empanelment / Award of Contract or within such extended period, as may be specified by the SARTHI.

while evaluating the proposals (Bids), if it comes to the knowledge of SARTHI, expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal, then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the E TENDER floated by the SARTHI.

- Bidder doesn't agree to the any one or more Terms and Conditions of the Bid.

21. Opening of Bid

- Envelope No. 1** containing the **Technical Bid** shall be opened online in the office of SARTHI, in the presence of the Bidder/ representatives of Bidder who choose to attend, at the address, date and time specified in the E TENDER .Technical Bid will be opened only on confirmation of payment of Tender fee and EMD.
- Envelope No. 2** containing **Commercial Bid** of the Bidders, who have qualified in the Technical Bid and spot verification, shall only be opened, in the office of SARTHI, in the presence of the Bidder/ representatives of Bidder who choose to attend, at the address, date and time specified in the E TENDER.

21. Evaluation of Technical and Commercial Bid:

Bid Evaluation Committee formed by Managing Director, SARTHI and Purchase Committee will evaluate the Technical and Commercial Bid and submit its recommendation to Managing Director, SARTHI. Decision of the Managing Director, SARTHI would be final and binding upon all the Bidders.

22.1. Evaluation of Technical Bid

The evaluation of the Technical Bid will be carried out in the following manner:

- The Bidder's Technical Bid will be evaluated as per the requirements and evaluation criteria as mentioned in this Bid Document. The Bidders are required to submit all required documentation in support of the evaluation criteria.
- At any time during the Bid evaluation process, the Committee may seek written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- The Committee reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Technical evaluation process.
- Spot verification after Technical bid evaluation will be mandatory and considered before Commercial Bid Evaluation and before finalizing the selection of the Coaching classes. All criteria submitted by Bidder as 'fulfilled' and presented by the Bidder before SARTHI will be verified and evaluated during Spot verification.**

ANY DEVIATION OR CONTRAST IN THE TECHNICAL CRITERIA SPECIFICATIONS, AS SUBMITTED BY BIDDER, IF OBSERVED DURING SPOT VERIFICATION & REFERENCE CHECK, WILL BE CONSIDERED AS 'FRAUDULENT PRACTICE' AND WILL LEAD TO ELIMINATION OF THE BIDDER FROM THE COACHING CLASS SELECTION PROCESS AND WILL BE BLACKLISTED AS WE

v. The technical scores of the Bidders will be announced prior to the opening of the Commercial Bid.

vi. The Commercial Bid will be opened only after the opening and scrutiny of the Technical Bid & Spot Verification. The Commercial Bids of only those Bidders will be opened whose Technical Bids are qualified as well as qualify as eligible in Spot Verification.

22.2. Technical Evaluation Criteria: Mandatory Documents to be uploaded with Technical Bid (Envelope No. 1)

A) Entire pages attached in the E tender Technical Bid must show page numbers on each page compulsory

Sr. No.	Mandatory Documents	Description	Attached Yes/No	Page Number
1	Technical Bid Form	Annexure I		
2	EMD paid receipt	Computer generated deposit receipt		
3	Tender fee Paid receipt	Computer generated deposit receipt		
4	Proof of Registration	Copy of valid Approval By Competent Authority or Valid Registration Certificate/ Shop act/Indian Company Act or Indian Partnership act or any relevant act in India; and Declaration and Certificate of Incorporation in case of change in name of Coaching class.		
5	GST Registration Certificate	Document to be uploaded clear and readable format		
6	PAN Card	Document to be uploaded clear and readable format		
7	Proof of Coaching Class built-up area	The Coaching Institute must have minimum 1500 square feet built-up area with all the facilities or atleast three classrooms of 60 students capacity each. Supportive document of built-up area of the Coaching Institute, to be submitted is Lease and License copy for rented accommodation and property tax bill for own building.		
8	Income tax returns for last 3 financial years	(FY 2019-20, 2020-21, 2021-22) CA certified		
9	Document supporting Annual Turnover: Income and Expenditure Statement / Statement of Profit & loss and Balance Sheet of last 3 financial years	(FY 2019-20, 2020-21, 2021-22) with audit report by Chartered Accountant. (Refer Annexure 1 and Appendix A) and all documents to be certified by CA.(stamp and UDIN compulsory) ज्या नावाने निविदा भरली आहे त्याच नावाने असलेले Annual Turnover		

22.3. Technical Evaluation C

10	Proof of admission fee receipts for the FY 2019-20, 2020-21, 2021-22	1. Admission fee receipts of min. 5 candidates who have taken admission in Bidders coaching class for law studies only, separately for 2019-20, 2020-21, 2021-22 (5 candidates of each year admitted) 2. Admission fee receipts must clearly indicate student name, contact number and amount of coaching fee paid. (incomplete receipts, receipts mentioning only partial stages of coaching, unclear/obscure receipts will not be accepted, paid fee must be clear on the fee receipts)		
11	Undertaking as given in Annexure II	Upload Undertaking as given in Annexure II		
12	Self-declaration for not been black - listed (Annexure III)	Self-declaration for not black - listed by any of the Govt. /Semi Govt. Organization and for not having criminal case against any Governing member/Partner/Director. (Annexure III) Upload Undertaking as given in Annexure III		
13	Power point presentation	PowerPoint presentation covering all points from 1 to 13 of technical evaluation criteria including success stories , including real images of coaching class, infrastructure, available facilities and resources- slides must be clearly visible, incomplete data representation will not be accepted.(no google images to be used in PPT)		

Sign and stamp of Bidder Authority is mandatory on all required tender documents.

**B) Technical Evaluation Criteria
(marking done only by Bid Evaluation Committee)**

Sr. No.	Criteria	Supporting Documents	Description	Marks
1	Quality of study material	Set of booklets/study material/books provided by the Institute to the students.	Study materials/ booklets/ books covering all the topics, MCQ and descriptive questions in the syllabus	5
2	Regularity and quality of Test	Test Series planned in the proposed period	Plan of regular test series followed by detailed discussion and answer key	5
3	Timely completion of syllabus, schedule of lectures and	a. Academic Plan and Course completion Report of Previous years	Meticulously drafted academic plan covering all points of the syllabus at-least 10 days before the upcoming Judicial/Legal Services Examination conducted by MPSC	10

iii. Regularity in Implementation				
iv. Academic Plan of the proposed period				
4	Well equipped, adequate audio visual classroom	Photos of seating capacity in class room and audiovisual facility.	built-up area of atleast 1500 sq.ft OR each classroom of capacity to accommodate at least 60 candidates and 3 such capacity classes, with all the facilities	10
5	Number of lecturers (Note- Lecturer should not be working on permanent/full time job.)	List of lecturers with their qualification and subject they are teaching.	(Note- Lecturer should not be working on permanent/full time job anywhere else)	10
6	Financial Turnover of the Institute	a.Audited Financial statement/s. b. Income Tax Return (ITR)/s all must be CA certified	a. Average Annual Financial Turnover of the institute is Rs.30 Lakhs in last 3 financial years certified by CA (ज्या नावाने निविदा भरली आहे त्या नावाचे संस्थेची Average Annual Financial)	10
7	Efforts to improve performance of the weak students	a.Student counseling record(Previous years) b.Extra lectures conducted for weak students (Previous Years)	a. Regular counseling the students, Efforts to improve performance of weak students	10
8	Empaneled by any Govt. Organization/ Department/Autonomous organization for providing coaching to sponsored candidate for any Competitive Examination.	Supporting document (Work Order, Empanelment letter, MOU) for having empaneled by any government organization/departme nt/autonomous organization of the government for providing coaching to sponsored candidate.	Empaneled by at least one Govt. Organization/Department/Autonomous organization for providing coaching to sponsored candidate for any Competitive Examination	5
9	Library	Well equipped library and study hall	Bare Acts, Books related to law , current affairs, newspapers, relevant publications and Based on	10

			MPSC CJJD JMFC or related legal services syllabus-lists of books	
10	Panel of experts	List of names of Panel of experts, contact and resume	Panel of experts to conduct mock, for guidance and counselling	10
11	Tie up with Medical Practitioner (MBBS)	Coaching class must have tie up with Medical Practitioner (MBBS) for student periodical health checkup and emergency	Tie up with Medical Practitioner (MBBS) for periodical checkup and emergency health issues of SARTHI beneficiaries	5
12	Successful Candidates data	Full name of candidate, contact details, proof of admission in coaching institute/college	<ol style="list-style-type: none"> 1. In case of Coaching classes-Full name of candidate successful in CJJD & JMFC exam who have become Judges/Magistrates etc., contact details, proof of admission in coaching institute/college necessary 2. In case of Law Colleges classes-Full name of candidate who passed LLB/LLM from the Law college and went on to be successful in CJJD & JMFC exam and have become Judges/Magistrates etc., contact details, proof of admission in coaching institute/college necessary 3. 	10
TOTAL				100

***Spot verification & Reference check after Technical bid evaluation will be mandatory and will be crucial factor before Commercial Bid Evaluation and when finalizing selection of Coaching Class.**

The minimum qualifying marks required in technical criteria is 60 Marks (i.e., 60 %). The Bidders who score minimum 60 Marks shall be considered for Spot verification and Commercial Bid evaluation. The Bidders who do not score minimum qualifying marks of 60 %, their Bids shall be rejected and will not be considered for Commercial Bid evaluation.

Date of Spot Verification will be conveyed to shortlisted bidders on basis of Technical Bid Evaluation and all criteria of eligibility of selection on technical criteria basis will be cross verified for authentication (location, infrastructure, available resources, technical aspects, administrative aspects, documents related to faculty expertise including all criteria mentioned in Point 18 B& 22.1, 22.2, 22.3) Spot Verification will be conducted by concerned authority from SARTHI as instructed and decided by the Managing Director, SARTHI, Pune.

22.5 Evaluation of Commercial Bid

Bid Evaluation Committee formed by Managing Director, SARTHI will evaluate the Commercial Bid (The Bidders who score minimum 60 Marks (i.e., 60 %) in Technical Bid and qualify through Spot verification as stated above, shall be considered for Commercial Bid evaluation) and submit its recommendation to Managing Director, SARTHI. Decision of the Managing Director, SARTHI would be final and binding upon all the Bidders.

The Bidders shall submit their **Commercial Bid** as per the format provided in **Annexure IV**. The Commercial Bid shall be evaluated on the basis of total cost submitted by the Bidder.

The Bidder must provide the details of Only Offline Program base rates as indicated in Commercial Bid Annexure IV.

23. Award of contract

Bid Evaluation Committee formed by Managing Director, SARTHI and Purchase Committee will evaluate the Commercial Bid and Technical Bid as stated above, and submit its recommendation to Managing Director, SARTHI. SARTHI may empanel one or more eligible Bidder or cancel the Bid on the basis of their composite score and recommendation of the Bid Evaluation Committee. Decision of the Managing Director, SARTHI would be final and binding upon all the Bidders. SARTHI will notify the acceptance of Bid to the successful Bidder.

24. Signing of Contract

Once SARTHI notifies the successful Bidder that its Bid / proposal has been accepted, SARTHI shall enter into a separate Agreement, incorporating the conditions of the Bid / E TENDER and its amendments and any special conditions during negotiations between the SARTHI and the successful Bidder. In case the successful Bidder is unable to execute contract within 10 days, SARTHI shall forfeit the Earnest Money Deposit (EMD) and cancel its Bid. Bidder should note that the allotment of candidates to the Coaching Institute (successful Bidder) will be done on the basis of the preference of the Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) given by the candidate. However, Managing Director, SARTHI has the right to restrict the maximum number of candidates that can be sponsored to the single institute and the decision of the Managing Director, SARTHI will be binding on all the Bidders.

Section-4: General Conditions of Contract

A) GENERAL TERMS AND CONDITIONS

1. Conditional Bid (E TENDER Proposals) are liable for rejection.
2. Intending Bidders can have detailed information from the office of SARTHI, Pune during office hours.
3. The Bid Evaluation Committee formed by Managing Director, SARTHI and the Purchase Committee will shortlist the institutes and will recommend to the Managing Director, SARTHI for empanelment, in order to sponsor the candidate for coaching. The candidate will be given the option of selecting the Institute of his/her choice, for admissions through counseling. The Coaching Classes Short listed through Bid Evaluation Committee and Purchasing Committee and approved by the Board will be empanelled with SARTHI. Rights to empanel Coaching Classes location wise and to decide number of empaneled coaching classes are reserved with SARTHI, Pune.
4. Bidder should note that the allotment of candidates to the Coaching Institute (successful Bidder) will be done on the basis of the preference of the Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) given by the candidate, However, Managing Director, SARTHI has the rights to restrict the maximum number of candidates that can be sponsored to the single institute and the decision of the Managing Director, SARTHI will be binding on all the Bidders.
5. The Bid Evaluation Committee(Selection Committee) constituted by Managing Director, SARTHI, reserves the right to reject any or all tenders without assigning any reason.
6. The duration of the Coaching program will be of **11 months or upto declared date of relevant Judicial/Legal Services Examination of Coaching Conducted Academic Year (whichever is earlier) and will cover entire syllabus of the Judicial/Legal Services Examinations - CJJD & JMFC** . Mock Interviews must be conducted by successful bidders for eligible candidates sponsored by SARTHI, as and when schedule of Interview is declared. The right to make any change in duration of TRAINING is reserved with the Managing Director, SARTHI, Pune.
7. Daily minimum 4 hours of coaching must be conducted by empaneled classes throughout 11 months of coaching duration and periodic tests of all subjects must be conducted in every month & report of same must be submitted to SARTHI, Pune.
8. TRAINING MUST BE scheduled THROUGHOUT THE DAY i.e., 10 am to 6 pm. Full time/part time employed candidates in any kind of employment is strictly restricted from SARTHI Coaching/Training Programs. Empanelled Coaching Class must be aware of this and see to it that candidates attend regular coaching.
9. TRAINING will be imparted only to the candidates sponsored and approved by SARTHI.
10. Selection of the candidates: The candidates for **Judicial/Legal services Competitive Examination** Coaching will be selected through CET followed by document verification conducted by SARTHI. Right to conduct the CET or not is reserved with the Managing Director, SARTHI, Pune.
11. Coaching should be provided for complete syllabus of **the Judicial/Legal Services Examinations -CJJD & JMFC , Preliminary Examination, Main Examination and Interview in coaching period of 11 months.**
12. The Managing Director, SARTHI reserves the right to increase or decrease the number of students / candidates to be deputed to the institutions, to ensure Qualitative Coaching.

13. The empaneled institutions must install Adhaar Based Biometric attendance system in the institution and submit attested attendance of the candidates (incoming and outgoing) to SARTHI, Pune, on or Before 5th of every month. ***Any forgery or manipulation in attendance will be liable to disciplinary action by SARTHI, Pune and penalty of forfeiting per candidate fee will be imposed in proportion to the count of students data found forged/manipulated. For every error in attendance and test reports(false attendance shown, false biometric submitted, drop outs shown as present etc. which affect the biometric or tests reports, submitted by class with stamp and sign- 1% per candidate fee forfeiture will be imposed as penalty on empaneled class.***
14. The empaneled Coaching Institutions shall provide qualitative coaching to the candidates **of the Judicial/Legal Services Examinations -CJJD & JMFC** deputed by SARTHI Pune.
15. The empaneled Coaching Institutions shall impart quality coaching, conduct periodic tests Every Month covering each SUBJECT OF THE SYLLABUS and shall inform the result of the same to the SARTHI, as and when the tests are conducted.
16. The empaneled Coaching Institutions shall cover the complete syllabus of **the Judicial/Legal Services Examinations -CJJD & JMFC - Preliminary Examination, Main Examination and Interview in 11 months coaching period.** If the coaching is incomplete or not properly imparted, the Institute will be blacklisted and complete fee due will not be paid.
17. The empaneled Coaching Institutions shall provide study material (at no extra cost) to the candidates, immediately after admission and further, as and when the study materials are given to other candidates taking coaching in the institute.
18. The empaneled Coaching Institutions should not sublet the contract. If the Coaching Institutions are found to have sublet the contract, the contract will be terminated at the risk and cost of the Coaching Institutions concerned.
19. The selected Institutions shall enter into a contract agreement on a non-judicial stamp paper of Rs 500 (stamp paper amount will depend on the cost of coaching contract and in accordance with Maharashtra Stamp Act)), with terms and conditions as per the format specified by the Managing Director, SARTHI, Pune within 10 days from the receipt of written communication of letter of empanelment to this effect, failing which the EMD will be forfeited and the Institution will be removed from the empanelled list of institutes.
20. Coaching Fee will be paid in three installments; first installment of thirty percent (30%) of the total fee will be paid on completion of three months of Coaching. Second installment of thirty percent (30%) of the total fee will be paid on completion of six months of coaching. Third and final installment of forty percent (40%) of the total fee will be paid after successful completion of coaching, subject to fulfillment of mandatory documents submission. SARTHI reserves the right to change the payment terms. The right to change the coaching stage duration and installments and its duration of payment is reserved with the Managing Director, SARTHI, Pune.
21. SARTHI reserves the rights of overall monitoring of the training program.
22. Every month tests are to be conducted and reports of same are to be conducted and report of same is to be submitted to SARTHI along with Biometric attendance. Coaching class must provide the candidates test papers for scrutiny by SARTHI, as and when required.
23. The Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) should submit their requisition / bill for each installment, in duplicate with the list of candidates and biometric attendance. The payments shall be made within 30 days. If, due to any reasons, payment is delayed, no interest w

24. **Penalty in terms of deduction of coaching fee per candidate will be imposed for any malpractice in providing biometric reports, test reports or any other relevant documentation. Also Breach of Clause stated in E tender, Memorandum of Understanding (MoU) and work order will lead to investigation followed by penalty as and when decided by SARTHI, Pune, in degree of severity of malpractice/breach of E tender/MoU/Work Order terms and conditions. In case of severe breach of terms and clauses , as proved , will lead to dissolution of contract and SARTHI, Pune will blacklist the concerned Coaching Institute.**
25. On completion of coaching, the Coaching Institute will have to submit following reports to SARTHI, Pune
- Candidates Adhaar based biometric attendance
 - Course Completion Report
 - Periodic/Comprehensive/Modular Test Results
 - Drop Out report
 - Study material provided
 - Physical Training completion and Candidate Physical Progress Report
 - Students feedback Report (WRITTEN BY STUDENT WITH HIS/HER SIGN, EXCEL SHEETS WILL NOT BE ACCEPTED)
 - Assessment report on entire batch/batches of SARTHI, Pune
 - ANY OTHER REPORT OR DATA AS CALLED UPON BY SARTHI, PUNE
26. **Once the Coaching class submits biometric attendance and it is found to be having errors, in case of repetition of errors more than three times in biometric attendance biometric or test scores /three or more errors in biometric or test scores, a penalty of deduction of 1% for each time of error, on total value of that particular coaching class will be imposed by SARTHI, Pune irrespective of what the cause of the error is (whether technical or human error).Attendance must be strictly Adhaar based biometric only, no RFID or punch cards attendance allowed under any circumstances. Any forgery in attendance and test scores, when proved upon inquiry, will be liable for penalty of deduction of 1% for each time of manipulation, on total value of that particular coaching class will be imposed by SARTHI, Pune irrespective of what the cause of the error is (whether technical or human error).**
27. Coaching fee of Drop out Candidate is (Within First 15 Days of training) not Payable by SARTHI, Pune.(terms and conditions apply)
28. If the Coaching Class fails to complete the Coaching of given batch as per Work Order, due to any circumstances then Security Deposit of the Coaching Class will be forfeited & the Coaching Class will be Black listed.
29. Coaching must be located in same location as specified in this E tender by Bidder. Any changes in training location without due and in advance permission of SRTHI, Pune will be considered Breach of E tender clause.
30. SARTHI reserves the rights of overall monitoring of the training program.
31. Contract will be made for one year. However, contract may be extended for next three financial years by mutual consent with the same terms and conditions of the agreement executed.
32. Tie up with Medical Practitioner (MBBS) for periodical checkup an emergency health issues of SARTHI beneficiaries is necessary and coaching classes must act as guardian in cases of medical emergencies of the students
33. The Managing Director, SARTHI, Pune including the authorized Officers of the SARTHI shall have the power to issue notices in writing and to ins

34. Failure to abide by the Agreement:

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the SARTHI with such penalties as specified in the Bidding document and the Agreement.

35. Confidentiality of the Document

This Tender Document is confidential and the SARTHI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever. Also, it will be obligatory on part of the bidder to follow highest standards of ethics and maintain confidentiality of all information and processes related to bidding, candidates sponsored by SARTHI, Pune, intellectual property of SARTHI, Pune that has been shared with the successful bidder for coaching period and purpose; breach of which may lead to penal action.

36. Jurisdiction and applicable Law

- a) In case of any dispute arising out of the terms and conditions of contract or assignment, the aggrieved Party shall give notice setting out grievance to the other party then both the parties shall try to resolve the dispute by negotiations and discussions. The negotiations shall be held by the Chairman /a person on the Board of Directors. In case if such negotiation fails, then the dispute shall be referred to an Arbitrator. This arbitration will be governed by Provision of Arbitration and Conciliation Act 1940 and the seat of arbitration shall be at Pune. The venue of the arbitration proceeding shall be the office of SARTHI, PUNE, or such other places as the arbitrator may decide.
- b) In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be governed by the laws of India (both substantive and procedural) at that time being in force and shall be subject to exclusive jurisdiction of the Courts at Pune City.

37. Fraudulent and Corrupt Practices:

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender, SARTHI, PUNE shall reject a Proposal without being liable in any manner whatsoever to the Bidder. if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, SARTHI, PUNE shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the Tender. including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- "corrupt practice" means (1) the offering, giving receiving or soliciting directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
-
- "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person on Process;

- "underrivative practice" means (1) establishing contact with any person connected with or employed or engaged by SARTHI, PUNE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (1) having a Conflict of Interest; and
- "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

38. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or SARTHI, PUNE as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected bidder or SARTHI, PUNE shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity. confidentiality survive termination of the contract. However, SARTHI, PUNE shall make payment for all the services rendered by the selected bidder till such date of termination of contract.

In case of Force Majeure, the successful bidder party will inform SARTHI, Pune in writing regarding the situation. Unless and otherwise directed by SARTHI, Pune in writing, the successful bidder will continue to perform its obligations under contract as far as its reasonably practical and implement the project execution using alternative quality arrangements not restricted by Force Majeure.

39. Proprietary Rights:

All rights, title and interests in and to the Services Environment and any other material used by the selected bidder in the provision of the Services shall exclusively belong to the selected bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and SARTHI, PUNE shall not be entitled to claim any rights therein. All rights, title and interests in SARTHI, PUNE Data shall always remain with SARTHI, PUNE. The selected bidder shall have not use SARTHI, PUNE name in its marketing material and avoid use of SARTHI, PUNE logo with respect to such listing and for reference purposes; breach of which may lead to penal action.

ANNEXURE – I

(To be submitted on Bidder letter head)

“Technical Bid for Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching) Located at NAGPUR ONLY to provide coaching for Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC.”

To,

The Managing Director,
Chhatrapati Shahu Maharaj Research, Training and
Human Development Institute (SARTHI),
Balchitravani, C T Survey number 173, B/1,
Gopal Ganesh Agarkar Road,
Pune 411004

Subject: Technical Bid for providing coaching to the candidates sponsored by SARTHI, **for Judicial/Legal Services Competitive Examinations CJJD & JMFC at NAGPUR ONLY**

Reference: E - Tender No. Dated

Respected Sir,

I / We hereby offer to submit the Technical Bid for providing coaching to the candidates sponsored by SARTHI for **Judicial/Legal Services Competitive Examinations CJJD & JMFC at NAGPUR ONLY.**

I / We have read, and understood the contents of the tender/Bid and further state that I / We unconditionally accept and abide by the terms & conditions specified therein.

I / We submit the Technical Bid as under:

1.	Name and address of the head office of the Coaching Institute.	
2.	Name and contact number of of Head / Chairperson / President/Partner/Director	
3.	Location/s at which the coaching is currently provided by the institute (coaching class must be in operating condition when bidding)	
4	Location in NAGPUR ONLY at which the Institute is willing to provide coaching to the candidates to be sponsored by SARTHI for Judicial/Legal Services Competitive Examinations CJJD & JMFC. Note: The coaching class must be actively functioning at a time of applying for the tender bid's from bidders Coaching yet to open or in non-working condition, will not be accepted.	
5.	Contact Person's Name and Designation	
	Contact No.	
6.	Date of Establishment of Institute at Nagpur as per Approval by Competent Authority/Documents of	

Establishment/Registration of the institute/Shop Act (whichever is applicable)																				
7.	a) Whether the Institution is registered (Yes/No)/approved by Competent Authority																			
	b) If Yes, under which Act. Institution is registered (Legal status)																			
	c) Registration Number/Approval letter Number																			
	d) Date of Registration/Approval by Competent Authority																			
	e) Date of Expiry if any																			
8.	a) Whether GST payee.																			
	b) Mention GST number																			
9.	a) Whether Income tax payee.																			
	b) Mention Permanent Account Number (PAN) of the Institution or Head of the Institution./TAN																			
10.	Total financial turnover per year for the last 3 financial years as per income tax return and financial statement.(refer Annexure 1 & Appendix A) to be CA certified	2019-20	2020-21	2021-22																
11.	Year-wise details of successful candidates of the institute in Judicial/Legal Examination of last 3 years (or include latest years in which Judicial/Legal exam was conducted) <table border="1" style="margin-top: 10px;"> <thead> <tr> <th>Examination</th> <th>Year</th> <th>Year</th> <th>Year</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>Note: List of the candidates, contact number, Roll Number, type of Prelim Examination, Main Examination, Interview) imparted by the Coaching Institute, Post for which the candidate got selected, year of passing, etc. Proof of their admission in the institute should be submitted with Technical Bid to support the above number. In case in any year if Legal/Judicial Competitive Examination was not conducted then include the recent year/s in which the exam was conducted)</p> <p>**Law colleges can mention their passed-out candidates in above cases</p>				Examination	Year	Year	Year												
Examination	Year	Year	Year																	
12.	a. Whether the Coaching Institute is functioning in its own building or in a rented accommodation.																			
	b. Total square feet of built-up area.																			
	c. Class rooms and other details:																			
	<table border="1" style="width: 100%;"> <thead> <tr> <th>Particulars</th> <th>Number</th> <th>Total seating capacity</th> </tr> </thead> <tbody> <tr> <td>Classroom</td> <td> </td> <td> </td> </tr> <tr> <td>Audio-Visual room</td> <td> </td> <td> </td> </tr> </tbody> </table>				Particulars	Number	Total seating capacity	Classroom			Audio-Visual room									
	Particulars	Number	Total seating capacity																	
Classroom																				
Audio-Visual room																				
d. Whether adequate Audio and sound facility is available in class room (Yes/ No):																				
e. Whether video lecture facility is available in class room (Yes/ No):																				
13.	Details of faculty:																			
	Sr. No.	Name of faculty	Qualification	Teaching Subject	Experience in coaching of teaching in Legal field (In years)	Any other credentials														
<p>Note: List of all the faculty/lecturer with above details should be provided along with their Bio data. (Note- Lecturer/faculty should not be working on permanent/full time job in any college/institution, company, Court, etc.)</p>																				

14.	Library facilities:	
	a) No. of relevant reference books	
	b) No. of journals/ magazines	
	c) No. of daily news papers	
	d) Working hours	
15.	Printed Study Materials	Bidder must submit one copy of the following study material on or before the date of opening of Technical Bid(old outdated study material is unacceptable) a) Study materials/ booklets/ books covering all the topics and test questions, MCQ type in the syllabus for Preliminary Examination And MainExamination
16.	Regularity and quality of Test	Plan of regular test series followed by detailed discussion and answer key
17.	Timely completion of syllabus	a) Academic plan should be submitted how Competitive exams coaching will be planned in eleven months, if your coaching class is empanelled by SARTHI, Pune b)Plan to conduct Mock Interviews
18.	Stability of the institute and Credibility of the management	a) Constitution of the institute and Vision and mission statement should be submitted b) Declaration of the institute that there is no civil or criminal case on any Governing member / Partner / Director.
19.	Efforts to improve performance of the weak students	Efforts taken to improve the performance of the weak students by regular counseling, extra lecture, etc., to be submitted along with Technical Bid.
20.	Number of candidates, the Institute is willing to take from SARTHI for the coaching of Judicial /Legal Services Competitive Examination by MPSC	
21.	Whether all the documents specified in point 19 and 22.2 & 22.3 of section -3, of this tender document is uploaded with Technical Bid (Yes / No)	
22.	Any other details:	

Date:

**Name, Designation and Signature of
authorized representative of the Coaching Institute**

FINANCIAL INFORMATION

1. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years i.e.,2019-20,2020-21, 2021-22,**as certified by the Chartered Accountant**, as submitted by the Bidder to the Income Tax Department.

Table-1: Total Turnover.

Sr.No	Details	(1) 2019-20	(2) 2020-21	(3) 2021-22
1	Gross annual turnover (See Annexure A)			
2	Profit/loss			
3	Financial Position a) Cash b) Current assets c) Current Liabilities d) Working Capital (b-c) e) Current Ratio : Current Assets/Current Liabilities (b/c)			

ii) Please attach- Form 16,
Above information is to be Certified by CA, UDIN stamp & sign

III) Note: Attach additional sheets, if necessary.

(Name, Designation and Signature of
authorized representative with date and Seal of Bidder)

Date

Appendix A

(To be printed on letter head and to be submitted with Technical Bid)

Turnover Certificate

Name of the Coaching Class/Law College/Company/Firm/Agency:

Address of the Coaching Class/ Law College /Company/Firm/Agency:

This is to certify that I have verified the annual turnover of previous three years of the Coaching Class/Company/Firm/Agency named above for Technical Bid through E-tender for MPSC Judicial/Legal services Coaching Class , and it is as mentioned below; and that it is correct.

Sr. No.	Description	Year Rs. (both in figures and words)	Year Rs. (both in figures and words)	Year Rs. (both in figures and words)
		(1)	(2)	(3)
1	Annual Turnover Coaching Institute			

Place :

Date:

Name, Address, Signature and Seal of the Chartered Accountant

ANNEXURE- II

(Declaration of the Coaching Institution on the letter head)

Date:

To,

The Managing Director,
Chhatrapati Shahu Maharaj Research, Training and
Human Development Institute (**SARTHI**),
Balchitravani, C T Survey number 173, B/1,
Gopal Ganesh Agarkar Road,
Pune 411004

Subject: Declaration regarding Tender for providing coaching to the candidates sponsored by SARTHI, for Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC.

Respected Sir,

I/Wedo hereby submit tender/Bid for providing coaching to the candidates sponsored by SARTHI, for **Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC**, as per the quoted rates and in all respects in accordance with the terms and conditions as mentioned in the Bid Document.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions.

I/We have paid an amount of Rs 2,00,000(Rupees Two Lakhs only) towards EMD and I/We are aware that the EMD will not bear any interest and the amount of Security Deposit is 3% of the total contractual value awarded to the successful Bidder by SARTHI, Pune which will be transferred from EMD amount by SARTHI, Pune on request of successful bidders and will be retained by SARTHI, Pune for minimum 3 years.

I/We have paid an amount of Rs 15,000 (Rupees Fifteen Thousand only) towards Tender fee and I/We are aware that the Tender fee is non refundable.

If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions of the contract.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the Managing Director, SARTHI based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my / our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me / us shall be sufficiently served on me / us by post (registered or ordinary) or courier or left at my / our address given herein.

I / We fully understand the terms and conditions of the contract to be entered into between me/us and the SARTHI, Pune and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the SARTHI, Pune.

Dated this day of 2023

Place :

**Name, Designation and Signature of
authorized representative of the Coaching Institute**

ANNEXURE- III

(Declaration/Undertaking To be given by the Bidder on its letter head along with technical bid)

Date:

To,

The Managing Director,
Chhatrapati Shahu Maharaj Research, Training and
Human Development Institute (**SARTHI**),
Balchitravani, C T Survey number 173, B/1,
Gopal Ganesh Agarkar Road,
Pune 411004

Subject: Declaration regarding Coaching Institute not been Blacklisted

DECLARATION

NATURE OF SERVICE: To provide coaching to the candidates sponsored by SARTHI, for **Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC.**

I/We have read the Tender documents and related matters carefully and diligently and that I / We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

I/We, hereby declare that our coaching institute _____ located at _____ is not blacklisted by any Government agency/department/autonomous institute of any State Government or Central Government.

I/We, also hereby declare that none of our Governing member/director/Managing Director/Partner/CEO/Director/employee of our coaching institute _____ is having criminal case against them.

The information and documents submitted along with the tender are true and authentic to the best of my knowledge and belief. I /We, am/are, well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of our tender at any stage besides the liability towards prosecution under appropriate law.

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of the Managing Director, SARTHI, Pune.

Place :

**Name, Designation and Signature of
authorized representative of the Coaching
Institute**

ANNEXURE – IV

(To be submitted on Bidder letter head)

(DO NOT ATTACH COMMERCIAL ENVELOPE IN TECHNICAL BID OR ELSE BIDDER WILL BE DISQUALIFIED* see disqualification criteria)

“Commercial Bid for Empanelment of Coaching Institutes Located at Pune, to provide coaching for Judicial/Legal Services Competitive Examinations CJJJD & JMFC conducted by MPSC.

FILL THIS INFORMATION IN EXCEL SHEET (BOQ) GIVEN IN E TENDER ONLINE ON MAHA E TENDER PORTAL

(DO NOT ATTACH COMMERCIAL ENVELOPE/COACHING CLASS RATES/COST IN TECHNICAL BID OR ELSE BIDDER WILL BE DISQUALIFIED* see disqualification criteria)

ANNEXURE – IV

(To be submitted on Bidder letter head)

DO NOT ATTACH COMMERCIAL BID OR ANY SORT OF REVELATION OF RATES IN TECHNICAL BID OR ELSE BIDDER WILL BE DISQUALIFIED FROM ENTIRE BID PROCESS.

“Commercial Bid for Empanelment of Coaching Institutes /Law Colleges/ Legal Training & Coaching Institutes (including NGOs related to Legal/Judicial Exam Coaching)Located at NAGPUR ONLY , to provide coaching for Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC”.

To,

The Managing Director,
Chhatrapati Shahu Maharaj Research, Training and
Human Development Institute (**SARTHI**),
Balchitravani, C T Survey number 173, B/1,
Gopal Ganesh Agarkar Road,
Pune 411004

Subject: Commercial Bid for providing coaching to the candidates sponsored by SARTHI, for **Judicial/Legal Services Competitive Examinations conducted by MPSC.**

Reference: Tender No. Dated

Respected Sir,

I / We hereby offer to submit the Commercial Bid for providing coaching to the candidates sponsored by SARTHI for **Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC AT NAGPUR ONLY**

I / We have read, and understood the contents of the tender and further state that I / We unconditionally accept and abide by the terms & conditions specified therein.

I / We submit the Commercial Bid as under:

1) NAGPUR ONLY

Sr. No.	Examination	Coaching Fee (Excluding taxes) per candidate for offline regular classroom coaching of Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC	
		Amount (Rs.) in figures	Amount (Rs.)In words
(1)	(2)	(3)	(4)
1.	Coaching for complete syllabus of Judicial/Legal Services Competitive Examinations CJJD & JMFC conducted by MPSC in ten months for Prelims – Mains - Interview for 11 months		

2	Test Series for Preliminary & Mains Examination		
	TOTAL		
	GST(%)		
	GRAND TOTAL		

Note: Coaching Fee should be quoted separately for each of the above items from 1 to 2, combined fee should not be quoted. For evaluation purpose, total amount excluding taxes shall be considered for calculating. Hidden charges / eventual/Additional Charges will not be considered.

Date :

**Name, Designation and Signature of
authorized representative of the Coaching
Institute**

Appendix B

Pre-Bid Queries Format

(Queries are to submitted in this format only)

Name of the Bidder: _____

Date: _____

Name of Person(s) Representing the Bidder:

Sr. No.	Name of the Person	Designation	Email Id	Contact No.

Sr. No.	E tender Page Number	Clause (Tender Ref.)	Query / Suggestion / Clarification

**Name, Designation and Signature of
authorized representative of the Coaching
Institute**