

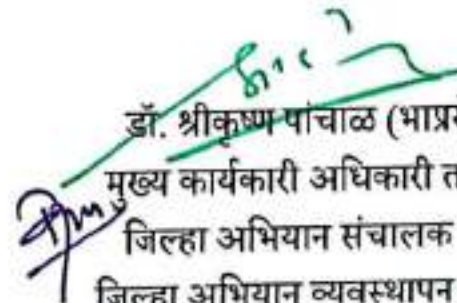
## महाराष्ट्र शासन

उमेद- महाराष्ट्र राज्य ग्रामीण जीवनोन्नती अभियान  
ग्राम विकास व जलसंधारण विभाग महाराष्ट्र राज्य  
जिल्हा अभियान व्यवस्थापन कक्ष यवतमाळ

### प्रशिक्षण केंद्र पुरवठा प्रक्रिया

ग्रामीण भागातील दारिद्र्य निर्मूलन करण्यासाठी केंद्र शासनाने ग्रामविकास मंत्रालयाच्या माध्यमातून व जागतिक बँकेच्या अर्थसाह्याने पं. दीनदयाळ उपाध्याय अंत्योदय योजना ( राष्ट्रीय ग्रामीण जीवनोन्नती अभियानाची ) सुरुवात केली आहे. या अभियानाच्या अंमलबजावणीसाठी राज्यात उमेद- महाराष्ट्र राज्य ग्रामीण जीवनोन्नती अभियानाची स्थापना करण्यात आली आहे. या अभियानाच्या अंमलबजावणी जिल्हा स्तरावर जिल्हा अभियान व्यवस्थापन कक्षामार्फत करण्यात येते. जिल्हा अभियान व्यवस्थापन कक्षातील सोळा तालुके अंतर्गत जिल्हा अभियान व्यवस्थापन कक्षातील कळंब वगळता सर्व तालुक्यांसाठी व जिल्हा कार्यालयाकरिता प्रशिक्षण केंद्र पुरवठा प्रक्रिया राबविणे आहे. त्याकरिता पुरवठादार / एजन्सी यांच्याकडून निविदा मागविण्यात येत आहे.

Mahatendor.gov.in या संकेतस्थळ वर दि.१४/०९/२०२३ दुपारी ५.०० वाजेपर्यंत निविदा भरण्यात याव्या. कोणत्याही कारणास्तव मुदतीनंतर प्राप्त होणाऱ्या निविदाचा सदर प्रक्रियेमध्ये सहभाग करून घेता येणार नाही याची कृपया नोंद घ्यावी.

  
डॉ. श्रीकृष्ण पांचाळ (भाप्रसे)  
मुख्य कार्यकारी अधिकारी तथा  
जिल्हा अभियान संचालक  
जिल्हा अभियान व्यवस्थापन कक्ष,  
यवतमाळ



**Umed**

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## **REQUEST FOR BID**

**(Open E - Tender)**

**Supplier of Training Center for DMMU & All Blocks for MSRLM  
Yavatmal. (Excluding Kalamb)**

Tender Ref No.: MSRLM/DMMU/Training Center/2023

eTender ID:

Date:

**Issued by:**

**District Mission Management Unit  
UMED Maharashtra State Rural Livelihood Mission  
Rural Development & Water Conservation Department  
Government of Maharashtra**

3<sup>rd</sup> Floor, Room No.307, Zilha Parishd

Yavatmal - 445001

Tel: 07232 245928

Website: <http://www.umed.in>

## Disclaimer

- 1 The Chief Executive Officer of Maharashtra State Rural Livelihoods Mission (MSRLM), hereinafter referred to as "Tender Inviting Authority (TIA) has issued this Notice Inviting Tender (hereinafter referred to as the Tender Document) for **supplier of Training Center to DMMU & all blocks (Excluding Kalamb) for District Mission Management Unit of MSRLM Yavatmal.**
- 2 This tender document has been prepared with intent to invite prospective applicants/bidders and to assist them in making their decision of whether or not to submit a bid. It is hereby clarified that this tender is not an agreement and the purpose of this tender is to provide the bidder(s) with the information to assist them in the formulation of their bids. This tender document does not purport to contain all the information bidders may require. This tender may not be appropriate for all persons or entities and it is not possible for the TIA to consider the investment objectives, financial situation and particular needs of each bidder.
- 3 MSRLM has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested bidders are required to make their own inquiries so that they do not solely rely on the information contained in this tender document in submitting their bids. This tender document includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
- 4 This tender is not an agreement by or between the TIA and the prospective bidders or any other person and the information contained in this document is provided on the basis that it is non-binding on the TIA, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The TIA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the tender document. Each bidder is advised to consider this document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before bidding. The bidders are also requested to go through this tender document in detail and bring to notice of the TIA, any kind of error, misprint, inaccuracies, or omission in the document. The TIA reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid.



- 5 No reimbursement of cost of any type will be paid to persons or entities submitting a bid. The bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its bid.
- 6 This issue of tender does not imply that the TIA is bound to select and technically qualify bids or to appoint the selected bidder, as the case may be, for the project and it reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 7 The TIA may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this tender document before bid submission deadline.
- 8 The TIA, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of bidder for participation in the bidding process) towards any Applicant or bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- 9 The TIA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any bidder upon the statement contained in this tender document.
- 10 Interested bidders, after careful review of all the clauses of this 'Notice Inviting Bid', are encouraged to send their suggestions in writing to the TIA. Such suggestions, after a review, may be incorporated into this tender document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.
- 11 All eligible bidders need to be registered on the following portal to generate login credentials and to download the bid documents for online bid preparation / decryption etc. <https://mahatenders.gov.in>.

## 1. Invitation of Bid

- a) DeenDayal Antyodaya Yojana, National Rural Livelihoods Mission (DAY-NRLM) is an ambitious mission mode programme launched by Ministry of Rural Development, Government of India for eradication of rural poverty. Maharashtra State Rural Livelihoods Mission is established to implement DAY-NRLM. DAY-NRLM is funded jointly by Government of India & Government of Maharashtra. DAY-NRLM aims at creating efficient and effective institutional platforms of the rural poor enabling them to increase household income through sustainable livelihood enhancements and improved access to financial and public services. Maharashtra State Rural Livelihoods Mission intends to apply a portion of the proceeds to make payments under the contract for the following services.
- b) The Maharashtra State Rural Livelihoods Mission (MSRLM) has been launched in Maharashtra in July 2011 as a registered organization under the aegis of the National Rural Livelihoods Mission (NRLM) – Aajeevika - endeavors to impact rural poverty through a range of comprehensive and strategic livelihoods interventions in a time bound manner. The Mission aims at eradication of rural poverty by building sustainable institutions of poor and ultimately leading them to sustainable livelihoods. The Mission will engage poor and marginalised communities intensively in these 26 districts, whereas the remaining 8 districts in the state will be covered under a non-intensive intervention strategy in a phased manner.
- c) To begin with 26 districts have been identified that include Palghar, Thane, Ratnagiri, Sindhudurg, Solapur, Osmanabad, Parbhani, Latur, Beed, Jalna, Hingoli, Nanded, Nashik, Nandurbar, Jalgaon, Dhule, Amravati, Buldhana, Akola, Washim, Yavatmal, Wardha, Gadchiroli, Gondia, Chandarpur and Bhandara as the intensive districts for the National Rural Livelihoods Mission (NRLM) and 254 blocks have been identified. The Mission is implemented through a three-tier structure comprising a State Mission Management Unit, District Mission Management Unit and Block Mission Management Unit.
- d) **DMMU MSRLM Yavatmal** is looking for agencies to provide Trainig Center at 16 Blocks and one At District level within the District of Yavatmal.
- e) The bidders are advised to study this tender document carefully, before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- f) The complete tender document has been published on <https://mahatenders.gov.in>. The downloaded bid document shall be considered



valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.

- g) Single envelope selection procedure shall be adopted.
- h) The bidder's (authorized signatory) shall submit their offer online in electronic formats for Technical and Financial bids. The tender document fees, and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.
- i) The TIA will not be responsible for any delay or error in online submission due to any reason. For this, bidders are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to bid submission, the bidders may contact the helpdesk given on <https://mahatenders.gov.in>
- j) The bidders are also advised to refer "Bidders Manual Kit" available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

## 2. Key Events and Dates

Sr. No.	Information	Details
1.	Date & Time for Commencement of Downloading Tender Document	Date: Time:
2.	Tender Reference Number	MSRLM/DMMU/training center/2019
3.	eTender ID	
4.	Last date & Time for sending requests for clarifications	Date: Time:
5.	Date, Time and place of Pre- Bid Conference	Date: Time:
6.	Last date & time for downloading the Tender document	Date: Time:
7.	Last Date (deadline) & Time for submission of bids	Date: Time:
8.	Date and Time for Opening of technical bids	Date: Time:
9.	Date and Time for Opening of Financial bids	Will be published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
10.	Address for Communication	<b>District Manager-Procurement</b> District Mission Management Unit, 3 <sup>rd</sup> Floor, Room No.307, ZilhaParishd

### 3. Other Important Information related to Bid

Sr. No.	Information	Details
1.	Tender Fee	As per Annexure "A" to be paid online on the e-tendering portal at the time of submission of the tender. <i>Exemption from tender fee is applicable as per latest Government of Maharashtra resolutions / notifications. Bidders should submit relevant documents or claiming exemption.</i>
2.	Earnest Money Deposit (EMD) (to be paid online)	As per Annexure "A" to be paid online on the e-tendering portal at the time of submission of the tender. <i>Exemption from EMD is applicable as per Government of Maharashtra resolutions / notifications. Bidders should submit relevant documents or claiming exemption from EMD</i>
3.	Bid Validity Period	180 days from the date of opening of the technical bid
4.	Performance Security	3% of the total value of the contract for one year
5.	Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft	Within two weeks from the date of award of contract / supply order. The Performance Security shall be valid for 30 days after the completion of contract.

  
**Dr. Shrikrishna Panchal - IAS**  
**Chief Executive Officer &**  
**Mission Director**  
**Maharashtra State Rural Livelihoods Mission**  
**DMMU Yavatmal**

#### **4. Instructions to Bidders**

This section includes all the important information required to bid for this project.

##### **A. General Information and Guidelines**

1. The TIA invites bids from eligible bidders as per the criteria defined in clause of this tender document.
2. Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue for a period of one year which may be extended by one year as per the decision taken by the TIA based on performance of the bidder.
3. The TIA reserves the right to extend the Term on mutually agreed terms at the sole discretion of the TIA, subject to any obligations under applicable law.
4. All information supplied by the bidders may be treated as contractually binding on the bidders, on the successful award of the assignment by the TIA on the basis of this tender document.
5. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TIA. Any notification of preferred bidder status by the TIA shall not give rise to any enforceable rights by the bidder. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
6. No bidder shall submit more than one Bid for one block of this tender.

##### **B. Consortium Conditions: Not Applicable.**

##### **C. Tender Document Fees**

The bidders are requested to pay a Tender fee specified in clause 3 through the e-Tender Portal's Payment Gateway. The Tender fee is non-refundable. The tender document can be downloaded free of cost from the portal: <https://mahatenders.gov.in>, on registration. The bids that are not accompanied by the tender fee shall be considered non-responsive and will be rejected.



#### **D. Earnest Money Deposit (EMD)**

The bidders are requested to deposit the EMD as mentioned in clause 3 through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution.

1. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
2. The EMD should be valid for 180 days from the date of technical bid opening.
3. The bids submitted by bidders who are not exempted as mentioned above and without the prescribed EMD, will be rejected.
4. The Unsuccessful bidder's EMD will be returned within 120 days from the date of opening of the commercial bid.
5. The EMD of successful bidder will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee / Demand Draft within specified time and in accordance with the format given in the tender document.

6. The EMD may be forfeited:

- a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- b. If successful bidder fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
- c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TIA regarding forfeiture of the EMD shall be final and binding upon bidders.
- d. If during the bid process, any information is found false/fraudulent/mala fide, then the TIA shall reject the bid and, if necessary, initiate action.

#### **E. Contact Details**

For any clarifications & communication with regards to the tender document, the bidders are expected to communicate at the contact information provided below:

S. No	Particulars	Details
1	Name & Designation	Shailendra Bhaisare District Manager -Procurement
2	Office Address	District Mission Management Unit, 3 <sup>rd</sup> Floor, Room No. 307, Zilha Parishd Yavatmal – 445001, Maharashtra
3	Email ID	<a href="mailto:osumedytl@gmail.com">osumedytl@gmail.com</a>
4	Phone No.	Phone: 9284695343

#### **F. Pre-Bid Queries and Pre-Bid Meeting**

The TIA will host a Pre-Bid Meeting for queries, if any, by the prospective bidders. The date, time and place of the meeting are specified in clause 2. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarifications or additional information, necessary for them to submit their bid. The bidders shall send their pre-bid queries as per the schedule specified in the tender document clause 2. The response to the prebid queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of the TIA, against the Pre-Bid queries, shall become integral part of tender document.

#### **G. Response to Pre-Bid Queries / Corrigendum / Amendment to the Tender**

At any time prior to the deadline (or as extended by the TIA) for submission of bids, the TIA for any reason, whether at its own initiative or in response to clarifications requested by the bidder, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments / corrigendum to the tender document, issued by the TIA would be displayed on <https://mahatenders.gov.in>. and shall be deemed to be incorporated by this reference into this tender document.

Any such supplement / corrigendum / amendment will be binding on all the bidders. The TIA will not be responsible for any misinterpretation of the provisions of this tender document on account of the bidders' failure to update the bid documents based on changes announced through the website.

In order to allow bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, the TIA, at its discretion, may extend the deadline for the submission of bids.

#### **H. Completeness of Response**

- a) The bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b) The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its bid



#### **I. Bid Preparation Cost**

The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process. This tender document does not provide any kind of commitment on behalf of the TIA, to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of this project.

#### **J. Right to Termination**

The TIA may terminate the bid process at any time and without assigning any reason. The TIA makes no commitments, expressed or implied that this process will result in a business transaction with anyone. This tender document does not constitute an offer by the TIA. The bidder's participation in this process may result in the TIA selecting the bidder to engage towards execution of the contract. In the event of such termination, EMD of all bidders shall be returned, without any interest.

#### **K. Authentication of Bids**

The original bid will be signed by a bidder's person duly authorized to bind the bidder to the Contract. The bid will then be uploaded on the e-tendering portal.

#### **L. Interlineation of Bids**

The bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

#### **M. Late Bids**

Deleted

#### **N. Patent Claim**

In the event of any claim asserted by a Third Party/ Distributors /Suppliers /Agents /Authorized dealers of infringement of copyright, patent, trademark or industrial design rights or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and the TIA is required to pay compensation to a third party resulting from such infringement, the bidder shall



be responsible for such compensation, including all expenses, costs associated with court cases and lawyer fees etc. The TIA shall give notice to the successful bidder on any such claim and recover it from the bidder, if required.

## **5. Eligibility Criteria**

The bidders shall fulfill all of the following eligibility criteria independently, as on the date of submission of bid.

- a) Bidder should be a NGO/Trust, Proprietary firm /Partnership firm/Limited Company/Corporate body legally constituted and should be registered with the appropriate registration authority;
- b) Bidder should provide Appropriate proof of Ownership/Rent of training Center as per for respective blocks.
- c) Bidder should provide undertaking self attested certificate of secure for security purpose.
- d) Bidder must have a minimum average annual turnover of Rs. 25 lakh for Blocks and Rs.50 Lakh for District (CA certified) during any Three out of last Five financial years (FY 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21).
- e) Should submit last three years CA certified audit report.
- f) Bidder should be registered under GST.
- g) Bidder should have PAN
- h) Bidder must provide Food & Drugs licence from the appropriate authority.
- i) Bidder should have at least 2 years experience as residential and nonresidential training center service provider for Govt. Agency and experience certificate should be signed by designated Govt. Authority.
- j) Bidder has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid

## **5. Bid Submission Instructions**

### **A. Online Bid Submission**

1. To view- Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc., kindly visit following e-Tendering website <https://mahatenders.gov.in>
2. The bidder shall submit the bid online through e-tendering Portal <https://mahatenders.gov.in>

3. The bids submitted, shall comprise Technical and Financial envelopes. The bidder should ensure that all the required documents, as mentioned in this tender document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid submitted by the bidder.
- a) It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the TIA reserves the right to reject the Bid.
- b) It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory
- c) Modification and Withdrawal of Bids -
  1. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
  2. Resubmission of bid shall require uploading of all documents including price bid a fresh.
  3. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
  4. The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Bid citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- d) The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

#### **B. Technical Bid Envelop**

Following documents should be submitted online as per the instructions on the portal and in this tender document.

1. Tender Form as per Annexure-1.
2. Details of the firm in Annexure-2 along with necessary documents.
3. Turnover certificate issued by chartered accountant firm from the business of providing house keeping & maintenance/ hotel management for the FY FY 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21 in Annexure-4.
4. GST registration certificate
5. PAN card copy

6. Performance statement for last 3 years in the format given in Annexure-3 supported by copies of purchase orders/satisfactory certificates issued by the clients/Invoice copies.
7. Declaration on non-judicial stamp paper of Rs.100/- specifying that the bidder provider has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid. (Annexure-6)

#### **C. Financial Bid Envelop**

1. Financial /price offer must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.
2. Rates should be quoted in the financial bid format as per Annexure-5 of this tender document and in accordance to the details and terms and conditions as mentioned in this tender document (hence, the bidder is expected to understand the tender in all respects).
3. The rates quoted and accepted will be binding on the Tenderer for the stipulated period and on no account any revision will be entertained till the completion of the agreement period
4. Any taxes to be deducted at source by MSRLM at the rate fixed by the appropriate Govt. i.e. State/ Central shall be deducted at the time of payment against the services.

#### **D. Validity of Bid**

The bid shall be valid for a period specified in clause 3. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the TIA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

#### **E. Corrections / errors in Commercial Bid**

1. The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.
2. The quoted price shall be corrected for arithmetical errors by TIA.
3. The amount stated in the financial bid, adjusted in accordance with the above procedure and as stated in Annexure-5 of this tender document, shall be considered as binding on the bidder for evaluation.



## **F. Price and Information**

1. All the prices will be in Indian Rupees.
2. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the bid and the contract. No revision of the fee shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A bid submitted with an adjustable price quotation or conditional bid shall be rejected as non-responsive.
3. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.
4. The price quoted by the bidders shall be valid for a period of one year.

## **G. Language**

The bid should be submitted by the bidder in English language. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the bid, the English translation shall govern. If any documentary evidence for 'Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

## **H. Conditions under which Tender is issued**

1. This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any bidder, should it be so necessary at any stage.
2. The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
3. No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these

procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

5. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of the TIA.

#### **I. Right to the content of Bids**

All bids and accompanying documentation of the Technical bids will become the property of the TIA and will not be returned after opening of the Technical bids. The TIA is not restricted in its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the bidders. The TIA shall also not be bound by any language in the bid indicating the confidentiality of the bid, or any other restriction on its use or disclosure.

#### **J. Non-Conforming Bid**

A bid may be construed as a non-conforming bid and ineligible for consideration if:

1. It does not comply with the requirements of this tender document.
2. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the TIA.

#### **K. Disqualification**

The bid is liable to be disqualified in the following cases or in case the bidder fails to meet the requirements as indicated in this tender document:

1. The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
2. During the validity of the bid, or its extended period, if any, the bidder increases the quoted prices.
3. The bidder qualifies the bid with own conditions.
4. The bid is received in an incomplete form, offered product sample received after due date not accompanied by all the requisite documents, or the bidder has quoted only for a part of the project.
5. The information submitted in the Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the



processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.

6. The Commercial bid is enclosed with the Technical bid.
7. The bidder tries to influence the bid evaluation process by unlawful /corrupt / fraudulent means at any point of time during the tender process.
8. In case any one bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified,
9. The bidder fails to deposit the Performance Security in the form of Bank Guarantee or Demand Draft or fails to enter into a Contract within 15 Days of the date of issue of Letter of acceptance /Supply order or within such extended period, as may be specified by the TIA.
10. Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge 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 bid, then the bidders so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.
11. If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

#### **L. Acknowledgement of Understanding**

By submitting the bid, each bidder shall be deemed to acknowledge that bidder has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **6. Bid opening and Evaluation process**

#### **A. Bid Opening**

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend him self or depute an authorized officer as his representative.

#### **B. Opening of Technical Envelop /Bid**

Technical envelope / bid of the bidders will be opened in the presence of tender opening authority through- e tendering procedure.



### **C. Evaluation of Technical Bid**

The evaluation of the technical bids will be carried out in the following manner:

1. The bidders' technical bid will be evaluated as per the qualification criteria spelt out in clause 5. The bidders are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document for technical evaluation.
2. In any case, in the event of any deviation from the factual information provided by the bidder in technical bid, the deviation can reject the bid and also ban the bidder from participation in any future tenders in the state of Maharashtra.
3. At any time during the bid evaluation process, the committee may seek verbal / written clarifications from the bidders. The committee may seek inputs from their professional experts in the evaluation process. The committee or authorized representative(s) have the rights to inspect the unit of the bidders who have submitted tenders, before taking any decision regarding empanelment.
4. 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.
5. The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.
6. Technically shortlisted bidders can be verified by competent authority if found any mismatch could be rejection of bid.

### **D. Opening of Commercial/Financial Bid)**

This envelope of technically qualified bidders shall be opened as per e-tendering procedure after opening of technical bids. The date and time of opening of commercial bids will be communicated to the eligible bidders.

### **7. Award Criteria**

- a) TIA will award the Contract to the bidder who has quoted lowest cost (L1 Bidder) (total of all the packages).
- b) The TIA reserves the right to accept or reject any tender without assigning any reason.

- c) If at any time during the period of contract, the price of tendered item is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the TIA / Purchaser immediately about such reduction in the contracted prices. The TIA / Purchaser is empowered to reduce the rates accordingly.

## **8. Right to accept any Bid and to reject any or all Bids**

The TIA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the TIA's action.

## **9. Notification of Award**

- a. Before expiry of the bid validity period, the TIA will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email that its bid has been accepted by the Tender Inviting Authority also briefly indicating therein the essential details like description, specification & services and corresponding accepted prices. This notification is undertaken by issuing a Letter of Acceptance (LOA) by the Tender Inviting Authority.
- b. The successful bidder, upon receipt of the LOA, shall furnish the required performance security if required in the form of Bank Guarantee or Demand Draft and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- c. The Notification of Award shall constitute the formation of the Contract.

## **10. Contract Period**

The contract shall be initially for a period of one year and may be extended for a further period of one-year subject to satisfactory performance at the discretion of competent authority of MSRLM on the same terms and conditions or with some addition/ deletion/ modification, However, CEO, MSRLM reserves the right to terminate the contract at any time without assigning any reasons by giving a one-month notice to the contracting agency/firm/company

## **11. Agreement:**

Successful bidder will have to execute an agreement on non-judicial stamp paper of Rs. 100/- (stamp duty to be paid by tenderer) in favour of Maharashtra State Rural Livelihoods Mission within 15 days from the date of intimation received by them from MSRLM that their tenders have been accepted.



## **12. Performance Security Deposit**

a) The successful bidder shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or Demand Draft of value mentioned in the clause 3.

b) The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:

1. Any amount imposed as a fine for irregularities Committed by the bidder.

2. Any amount which the TIA becomes liable to the Government /Third party on

behalf of any default of the bidder or any of his/her/their agent/ employees or staff.

3. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

4. Any other outstanding amount.

c) Once the amount under this clause is debited, the bidder shall reimburse the performance security to the extent the amount is debited within 15 days of such

debit by the TIA failing which it will be treated as breach of agreement and may

lead to termination of agreement with forfeiture of all amounts including interest

free Performance Security in favor of the TIA.

d) The Earnest Money deposited at the time of bid submission would be given back

without interest to the bidder on payment of Performance Security in the form of

Bank Guarantee or Demand Draft as per the details specified in this tender document

## **13. Penalty**

A penalty of Rs. 1000/- per day may be levied if bidder fails to meet any of the terms and conditions specified in the scope of work.

## **14. Force Majeure**

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under



the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of the TIA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify the TIA in writing of such conditions and the cause thereof. Unless otherwise directed by the TIA in writing, the successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **15.Payment Terms:**

The payment will be made on monthly basis within two weeks from the date of submission of pre-receipted bills duly supported by duty slip(s) for on call basis and log sheet(s) for monthly basis vehicle duly signed by the concerned officers

Applicable GST will be paid separately on submission of original invoice.

#### **16.Schedule of Requirement:**

Please refer to Annexure-A

#### **17.Liquidity damages: -**

Successful bidder shall pay liquidated damages @ Rs.1000/- per day against nonperformance of the contractual obligation

## Annexure –A

### Schedule of requirement and scope of work

District mission management unit of Maharashtra State Rural Livelihoods Mission Yavatmal required **Traning Center** Provider to \_\_\_\_\_ Block for the period of 12 Months. The tentetive details of requirement are given below.

Sr. No.	block	Tentative Budget total	Tendor fee	EMD
1	Arni	1600000	5100	53500
2	Mahagav	1600000	5100	53500
3	Umarkhed	1600000	5100	53500
4	Pusad	1600000	5100	53500
5	Digras	1600000	5100	53500
6	Darvha	1600000	5100	53500
7	Ner	1600000	5100	53500
8	Wani	1600000	5100	53500
9	Maregav	1600000	5100	53500
10	Yavatmal	1600000	5100	53500
11	Babhulgav	1600000	5100	53500
12	Ghatanji	1600000	5100	53500
13	Pandharkvda	1600000	5100	53500
14	Zari jaamni	1600000	5100	53500
15	Ralegav	1600000	5100	53500
16	Dist. leval training	3200000	5100	53500

#### **General Terms & Conditions:**

1. The Training Center should be in excellent condition.
2. Trainiing Center should contain a Hall with at least 50 persons stiting arrangement, chairs, fan, white board, Projetor, A/c or coolers & Genrtor with no extra cost.
3. For residential traing sufficient rooms should provide and separate rooms for Ladies & Gents, bed, cusion,blanckets, bedsheet, hot water for bath, aqua water to drink. Separate latrin bathrooms for ladies and gents.
4. Provider should provide 3 times Tea/coffee, breakfast in the morning containing Upma/Poha/shira/Idli sambhar etc.
5. In lunch and dinner he should provide i)Roti/Chapati, ii)Dal fry/ Tadka, iii)Curry, iv) sesional subji, v) Rice, vi)salad , papad, Pickle and vii) Sweet
6. Sufficient precautions should taken for fire management,
7. Should provide Security guard for 24 hours.
8. There should be seprate ladies and gents toilet.

9. While bill submitting bills should provide attendance and at least one Photo of training containing banner date and place of the training.
10. All applicable taxes, permits, license, comprehensive insurance and any other documents for providing Training center should be available to bidder.
11. DMMU MSRLM Yavatmal will not be responsible for any loss, damage or accident during contract period of Training center.
12. The selected bidder shall provide services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of competent authority, etc. the contractor shall be liable for necessary legal action.
13. The selected bidder should obey statutory requirement
14. Applicable GST will be paid extra on submission of invoice.
15. Applicable tax would be deducted at source.
16. Rates quoted should be valid for a period of 11 month from the date of award of contract. No revision in quoted rates on account of increase in fuel charges, spare costs, taxes etc. will be entertained.
17. No advance will be paid for whatever reason.
18. The selected bidder will abide by all statutory requirements prevailing in the District of Yavatmal.
19. In case of any dispute arising out / relating to interpretation of terms of conditions or functioning of the selected bidder vis-a-vis the MSRLM, MSRLM shall be the sole authority to decide the arbitrator. The agency agrees to execute all documents, which may be required by the MSRLM in this regard.
20. The selected bidder shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of DMMU MSRLM Yavatmal.
21. The selected bidder shall get suitable instructions from Designated Official of DMMU/SMMU and shall provide the services promptly as per requirement.
22. The selected bidder should be in a position to supply Training Center on short notice as and when required.
23. The selected bidder shall abide by the rules and regulations of State / Central Government particularly applicable to the business.
24. The successful Bidder shall indemnify the MSRLM as principal employer against risks and damages arising out of the default on the part of Bidder due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government of India/Government of Maharashtra and other Statutory authorities from time to time.
25. All employees/personnel/ representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/Tender shall be in sole



employment of the bidder & shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall DMMU Yavatmal be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful bidder

26. Bidder should provide first aid box, availability of vehicle in case of emergency for trainee

27. Bidder should provide contact no. of training center

**1)Package 1:- Dist. / Block level Residential Training :-**

Sr. No	Perticulars	Facility	Rate
1	Training Hall non A/c (8 to 10 hrs)	1)Minimum siting capacity should be of 50 person. 2) Projector with Screen 3)Mike & sound system. 4)Chart paper & Sketch pens. 5)White Board with multi colors white board pen 6) Invertor / Genrator 7) Separate Toilet rooms for Gents & ledies.	
2	Residence facility non A/c	1) For each person there should be separate Bed/cot, bed sheet, pillow, blanket etc. 2) Hot water for bath. 3) Filter water for drinking. 4) 3-4 persons can be allowed in a room. 5) In every room there should be a bath room and Toilet room	

3	Break fast unlimited	Idli Sambar/ Pohe/shira/Upma/ Dosa/puri bhaji/paratha etc. Tea & coffee.	
4	Lunch & Dinner Note:- No curry should be repeat in Lunch & Dinner	In Unlimited Lunch & Dinner following items should be include- 1)Roti/Chapati/Bhakar 2)Dal fry/ Tadka 3)one dry sabji 4)One curry 5)Dal-Rice 6)Papad & Pickel 7) Limited one sweet item 8)salad	
5	Tea & coffee during Training	In Morning 9.00AM, 11.30 AM & 4.30 PM	

**2) Package 2:- Dist. / Block level Non Residential Training :-**

Sr. No.	Perticulars	Facility	Rate
1	Training Hall non A/c (8 to 10 hrs)	1)Minimum siting capacity should be of 50 person. 2) Projector with Screen 3)Mike & sound system. 4)Chart paper & Sketch pens. 5)White Board with multi colors white board pen 6) Invertor / Genrator 7) Separate Toilet rooms for Gents & ledies.	

2	Break fast unlimited	Idli Sambar/ Pohe/shira/Upma/ Dosa/puri bhaji/paratha etc. Tea & coffee.	
3	Lunch Note:- No curry should be repeat in Lunch	In Unlimited Lunch following items should be include- 1)Roti/Chapati/Bhakar 2)Dal fry/ Tadka 3)one dry sabji 4)One curry 5)Dal-Rice 6)Papad & Pickel 7) Limited one sweet item 8)Salad	
4	Tea & coffee during Training	In Morning 9.00AM, 11.30 AM & 4.30 PM	



## **Annexure – 1: Tender Form**

**(To be submitted on the letterhead of the bidder)**

To  
Chief Executive Officer &  
Director, DMMU  
Maharashtra State Rural Livelihoods Mission,  
3<sup>rd</sup> Floor, room no.307, Zilla Parishad,  
Yavatmal – 445001  
Maharashtra

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide Training Center to District Mission Management Unit of Maharashtra State Rural Livelihoods Mission, Zilla Parishad Yavatmal At ..... Block/District under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. B which is made part of this tender.

We undertake, if our tender is accepted, to provide Training Center in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, we undertake to submit the performance security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed

Date:

In the Capacity Of:

Duly authorized to sign this bid for and on behalf of

Signature & Seal of Bidder

**Signature & Seal of Bidder**

**Annexure – 2****Bidders Information**

<b>Particulars</b>	<b>Details</b>
Name of bidder	
Full Address with Telephone and email id	
Contact person details regarding tender name and contact details	
Year of Registration/Incorporation	
Website	
Status of bidder (individual/proprietorship / partnership /private limited /society etc	
Permanent account number	
GST registration number	
Annual turn over of last three financial year i.e. 2019-20, 20-21 & 21-22	2019-20 : 2020-21 : 2021-22 :
No. of Rooms available?	
No. of toilets	
No. of Bathrooms	
No.of Halls with siting arrangement of 50 persons	
Availability of Projector, fans, sound system, Gennrator/ Invertor etc.	

**Signature and seal of the Bidder**

### Annexure-3

Proforma for Performance Statement for the period of last 3 years

Sr. No.	Order Placed By (Full address of Customer org.)	Order No & date	Types	Contract period	
				From	To

Note: Attach completion certificate / invoice copy along with the copy of Work order order)



#### **Annexure-4**

##### **Format for submission of Turnover certificate**

##### **TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. (name of bidders firm) is having registered office at (detailed office address). The turnover of the (name of firm/bidder) for the last three financial year is as under

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Turnover in lakhs</b>
1	2019-20	
2	2020-21	
3	2021-22	
	Average Turnover	

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

## Annexure -5:

### DECLARATION FORM

I / We .....having my our  
.....office at.....do  
declare that I / We have carefully read all the terms & conditions of tender of the  
District mission management unit of Maharashtra State Rural Livelihoods Mission,  
Yavatmal for **supplier of Training Center to District Mission Management Unit of  
Maharashtra State Rural Livelihoods Mission, Zilaha Parishad Yavatmal for**  
.....**block.** The approved rate will remain valid during the contract period. I  
will abide with all the terms & conditions set forth in the tender document.

I/We do hereby declare I/We have not been convicted by any court of Law nor I/We  
are derecognized / black listed by any State Government or Central Government  
Department/ Union Territory/ Local Authority/ Central and State Government  
Undertaking or Government Organizations for participating in the tender process as  
on date. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money  
Deposit and or Performance Security Deposit and blacklist me/us for a period of  
three (3) years, if any information furnished by us proved to be false at the time of  
inspection/verification and not complying with the Tender terms & conditions.

Date:

Seal

Authorised Signature of the bidder