



Tribal Research and Training Institute (TRTI), Pune

*An Autonomous Institute of Govt. of Maharashtra under
Tribal Development Department*

**“Expression of Interest (EOI) for Empanelment of
Coaching Institute for Non- Residential Coaching for
MPSC (Judicial Services) Examination for the target
group of TRTI, BARTI and SARTHI in Maharashtra”**

Issued By

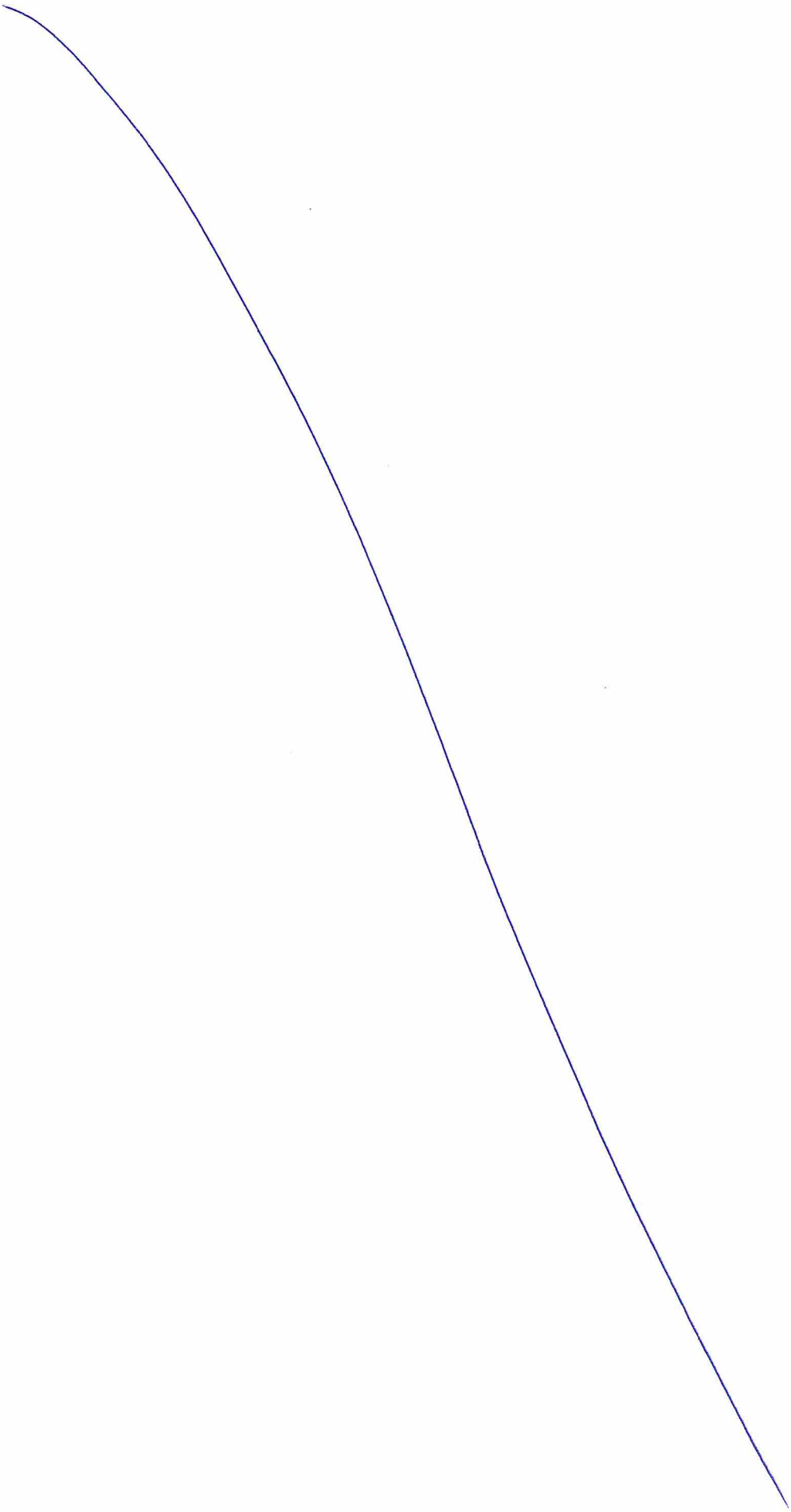
**Competitive Pre-Examination Training Implementation and
Monitoring Committee (CPETIMC)
Tribal Research and Training Institute (TRTI)**

28, Queens Garden, Camp, Pune-411001
Tel No.: 020 -26360941, 26362071

Email Id: trti.mah@nic.in
Website: <https://trti.maharashtra.gov.in>

Tender Notification No.: TRTI/2024/Training-MPSC (Judicial services)/Desk-4 / 557

Dated- 12/06/2024





email: trti-mah@nic.in



**Tribal Research & Training
Institute, Pune**
Government of Maharashtra
28, Queen's Garden, Pune - 411 001
Tel - 020-26362772 Fax 020-2636 0026
Website-trti.maharashtra.gov.in



TRTI/2024/Training-MPSC.(Judicial services)/Desk-04 /1557

Date: 12/06/2024

Online Expression of Interest (in Single Bid system - Technical Bid) are invited for empanelment of Coaching Institutes for providing Non-Residential coaching for MPSC (Judicial services) Examination for the target group of TRTI, BARTI and SARTHI in Maharashtra. Interested coaching institutes having adequate resources and experience can submit their Technical Bid online on website <https://mahatenders.gov.in/>

Name of the Service	No of Candidate (Approx.)	Tender Fee (in Rs)	Earnest Money Deposit (EMD) (in Rs)
Expression of Interest (EOI) for Empanelment of Coaching Institute for Non- Residential Coaching for Judicial services Examination conducted By MPSC for the target group of TRTI, BARTI and SARTHI in Maharashtra	Approx. 450 from all Institute (Sanctioned Coaching Fee - Rs 75,000/- per Candidate) (including all applicable taxes)	Rs. 25,000/-	Rs. 5,00,000/-

1. The Coaching Institutes shall be empaneled based on the Technical Evaluation.
2. Joint Venture, Consortium and sub-contracting is not permitted.
3. The Bid document available on website <https://mahatenders.gov.in>
4. The interested bidders will have to register and enroll on website <https://mahatenders.gov.in/>
5. The interested bidders will have to submit all the required documents by online submission only.
6. The **Tender fees of Rs. 25,000/-** is required to be deposited online.
7. The **EMD of Rs. 5,00,000/-** is required to be deposited online.
8. The detailed bid document is also available on TRTI website i.e. <https://trti.maharashtra.gov.in>
9. Interested bidders shall submit their bid on or before **03/07/2024, 17:00 hrs.**
10. Right to reject any part of the bid or all the bids is reserved by Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC).

Notice:

This document is the property of TRTI, Pune. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without TRTI's written permission, even by the authorized personnel / company / 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.

DG - BARTI
Member

MD - SARTHI
Member

JOINT-DIRECTOR-TRTI
Member Secretary

COMMISSIONER-TRTI
Chairperson

DISCLAIMER

- 1. With reference to Government Resolution dt. 30/10/2023 – “शासन निर्णय क्र.सा.न्या.वि.-२०२३/प्र.क्र.६०(४)/बांधकाम”, a committee is formed under the Chairpersonship of Additional Chief Secretary (Finance) to bring uniformity in the various schemes of BARTI, SARTHI, MAHAJYOTI AND TRTI. In a meeting of above committee dated 31st January 2024, a sub-committee is formed of the member consisting of DG-BARTI, MD-SARTHI, MD-MAHAJYOTI, MD-AMRUT, MD-MAMFDC, JOINT DIRECTOR-TRTI under the Chairmanship of Commissioner, TRTI for implementation and monitoring of various Competitive Examination Coaching/Training programme of BARTI, SARTHI, MAHAJYOTI, MAMFDC, AMRUT and TRTI. Pune is nominated as a Nodal Organization for Empanelment of Coaching Institute and conducting entrance Examination of target group students of each institute. TRTI will not be responsible for any loss or damage whatsoever caused at present or in future.**
- The information contained in this Expression of Interest document (the “EOI”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Tribal Research and Training Institute, Pune, (TRTI) or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
- This EOI is not an agreement and is neither an offer nor invitation by Tribal Research and Training Institute, Pune, (TRTI) to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this EOI (the “Application”). This EOI includes statements, which reflect various assumptions and assessments arrived at by TRTI in relation to the work/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for TRTI, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.
- Information provided in this EOI to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TRTI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- TRTI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with selection of Applicants for participation in the Bidding Process.
- TRTI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused / arising from reliance of any Applicant upon the statements contained in this EOI.

7. TRTI may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.
8. The issue of this EOI does not imply that TRTI is bound to select and shortlist Applications and reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TRTI or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and TRTI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Section-A: Invitation for Expression of Interest (EOI)

With reference to Government Resolution dt. 30/10/2023 - "शासन निर्णय क्र.सा.न्या.वि.-२०२३/प्र.क्र.६०(४)/बांधकामे", a committee is formed under the Chairpersonship of Additional Chief Secretary (Finance) to bring uniformity in the various schemes of BARTI, SARTHI, MAHAJYOTI AND TRTI. In a meeting of above committee dated 31st January 2024, a sub-committee is formed of the member consisting of DG-BARTI, MD-SARTHI, MD-MAHAJYOTI, MD-AMRUT, MD-MAMFDC, JOINT DIRECTOR-TRTI under the Chairmanship of Commissioner, TRTI for implementation and monitoring of various Competitive Examination Coaching/Training programme of BARTI, SARTHI, MAHAJYOTI, MAMFDC, AMRUT and TRTI, Pune is nominated as a Nodal Organization for Empanelment of Coaching Institute and conducting entrance Examination of target group students of each institute.

Tribal Research and Training Institute, Pune (here in after referred to as **TRTI**), invites online Expression of Interest (EOI), in single Bid system - (Technical Bid) from Registered Coaching Institutes for empanelment to providing Non-Residential coaching for MPSC (Judicial Services) Examination to the candidates of the target group Dr. Babasaheb Ambedkar Research & Training Institute, Pune (here in after referred to as **BARTI**), Chhatrapati Shahu Maharaj Research, Training and Human Development Institute, Pune (here in after referred to as **SARTHI**), Tribal Research and Training Institute, Pune (here in after referred to as **TRTI**), in Maharashtra.

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/> and <https://trti.maharashtra.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 online bid and online payment of tender fee and EMD.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids.

Section-2: Key Events & Dates

1. Key Events and Dates

Sr. No.	Event	Date & Time
1	Publish Date	12/06/2024, 11:00 hrs.
2	Document Download / Sale Start Date	12/06/2024, 11:00 hrs.
3	Bid Submission Start Date	12/06/2024, 11:00 hrs.
4	Clarification Start Date	12/06/2024, 11:00 hrs.
5	Clarification End Date	20/06/2024, 12:00 hrs.
6	Pre-Bid Meeting Date	20/06/2024, 13:00 hrs.
7	Bid Submission End Date	03/07/2024, 17.00 hrs.
8	Technical Bid Opening	04/07/2024, 17.00 hrs.
9	Technical Presentation	To be intimated later

2. Other Important Information Related to Bid

Sr No	Item	Remark
1	Earnest Money Deposit (EMD) (To be paid online)	Rs 5,00,000/-
2	Tender Fee – (To be paid online)	Rs 25,000/- (Non-Refundable)
3	Bid Validity Period	One-hundred-and-twenty (120) days from the date of submission of Bid.

Section- B: Instructions to Bidders

This expression of Interest is invited for empanelment of Coaching Institutes for providing Non-Residential coaching for MPSC (State Services) Examination for the target group of TRTI, BARTI and SARTHI in Maharashtra.

Glossary of Terms

- Tribal Research and Training Institute – TRTI
- The term 'Tender' and 'EOI' has same meaning in the document

Acronyms:

- TRTI- Tribal Research and Training Institute
- EOI – Expression of Interest
- SoW – Scope of Work
- GC – General Conditions
- SC – Special Condition
- PBG- Performance Bank Guarantee
- GST – Goods & Service Tax
- EMD – Earnest Money Deposit
- SLA – Service Level Agreement
- MPSC –Maharashtra Public Service Commission
- MAHAJYOTI - Mahatma Jyotiba Phule Research and Training Institute, Nagpur
- BARTI - Dr. Babasaheb Ambedkar Research & Training Institute, Pune
- SARTHI - Chhatrapati Shahu Maharaj Research, Training and Human Development Institute, Pune
- CPETIMC - Competitive Pre-Examination Training Implementation and Monitoring Committee

1. Background of TRTI, Pune

Tribal Research and Training Institute, Pune (TRTI, Pune) is an Autonomous Institute of Tribal Development Department, Government of Maharashtra Registered under Bombay Public Trust Act, 1950. The Tribal Research & Training Institute (TRTI) was established in May, 1962 to undertake research studies on various aspects of tribal and to assess the impact of developmental programs/ schemes on the life of the tribal people.

The main objectives of the institute

- ✓ To conduct basic as well as applied research on tribal related issues.
- ✓ To take up evaluation of various schemes aimed at Tribal development and welfare as well as tribal youth.
- ✓ To impart relevant training to different levels of personnel in the tribal department.
- ✓ To provide competence building opportunities to the Tribal.
- ✓ To develop and maintain knowledge base related to the tribes and Tribal development.
- ✓ To preserve and propagate the culture, heritage and traditions of Tribes.
- ✓ To disseminate information about the Tribes and their indigenous knowledge and skills.

The Institute is an Autonomous body which also conducts Youth Leadership Training Programme for tribal youths in Tribal Sub Plan Areas all over the State. It also has a Tribal Cultural Museum consisting of 5 galleries of various tribal art, art crafts etc. It has a well-equipped library cum study hall consisting of books on various subjects like Anthropology, Sociology, Economics, Law, Computer Science, general Encyclopedia etc. The library cum study hall has books required for competitive examinations also and subscribes to periodicals relevant in the areas of tribal development. In all there are about 20,000 books available in the library cum study hall

2. Background of Dr. Babasaheb Ambedkar Research & Training Institute, Pune (BARTI)

To realize the vision of the architect of the Constitution of India, Dr. Babasaheb Ambedkar to achieve the objectives enshrined in the Constitution of India viz. Justice, Liberty, Equality, Fraternity among the peoples of our nation; To uplift the disadvantaged sections of the society, from the vortex of blind faith, superstition, communal hatred, caste bias, To obliterate disparity based on sects or gender and develop brotherhood, Scientific temperament and Communal harmony, the Government of Maharashtra in Cultural Affairs, Sports & Tourism Department, vide No. UTA, 1078 / D-XXV dated 22nd December, 1978 established "Dr. Babasaheb Ambedkar Samata Vichar Peeth". This Samta Peeth started functioning on 12th March 1979 from the premises of Mahatma Phule Backward Classes Development Corporation Ltd, Mumbai. By Govt. order, Dr. Babasaheb Ambedkar Samata Vichar Peeth was relocated to Pune at the present address- 28, Queens Garden, Pune, on 11th February 1987. The said organization, subsequently, became Autonomous, under its present name- Dr. Babasaheb Ambedkar Research & Training Institute (BARTI), Pune, the Department of Social Justice and Special Assistance, Govt. of Maharashtra in the year 2008. This Institute is committed to the cause of equality and social justice through scientific research, evaluation of schemes meant for socially disadvantaged sections, policy advocacy, training, skills development etc. Vide Govt. of Maharashtra, Social Justice and Special Assistance Department Resolution No. AaPraSa- 2005/ Case No. 383/ MAVAKA dated 30.4.2008, approval has been granted for registration under the Indian Society Registration Act, 1860 and Indian Public Trusts Act, 1950 to Dr. Babasaheb Ambedkar Research & Training Institute, Pune, and thus, the name of the society came to be known as Dr. Babasaheb Ambedkar Research & Training Institute, (BARTI), Pune, having its registered office at 28, Queens Garden, Near Old Circuit House, Pune - 411 001.

The main objectives of the institute

- ✓ To provide an opportunity for SC youths from Maharashtra in various sectors, to work or to start their own micro enterprises with great results and building success stories.
- ✓ To train the under privileged, unemployed, unskilled, semi-skilled trainee from the SC community and to make them skilled and employable.
- ✓ To develop & maintain Samata Vichar in society & do research in various spheres of "Equity & Social Justice"
- ✓ Implementation of different schemes, projects and activities for furthering the ideology and to spread the thoughts of Dr. Babasaheb Ambedkar.
- ✓ Facilitate hassle-free arrangement to provide Caste Validity certificate through online Caste Certificate Verification Information System for citizen of Maharashtra state.
- ✓ To do Scanning, Digitization, Indexing, Archiving & Searching of Caste Validity certificates with their supporting documents for old caste validity cases
- ✓ To promote in all areas concerned to Social Justice, Equity, and help the Government to formulate and modify the schemes and policies
- ✓ To improve brotherhood amongst the various sections of society & establish nation hood integration
- ✓ To undertake & provide for the publication of books, journals, periodicals & research papers in furtherance of the avowed object.

- ✓ To conduct Interdepartmental trainings
- ✓ To spread the good thoughts & social message from the cultural activities
- ✓ To spread awareness about government policies & acts to SC community by conducting various program
- ✓ To compile authentic data for the development of SC's through research and to promote research through fellowship, collaboration, conferences, seminars and workshops.
- ✓ To appeal to collect funds for social activities

3. 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.

4. Purpose -

TRTI, Pune invites Online Expression of Interest (in Single bid system - Technical Bid) from the eligible coaching institute for providing Non-Residential coaching for MPSC (State Services) Examination for the target group of TRTI, BARTI and SARTHI in Maharashtra State as per the Minutes of meeting dated 31/01/2024 held under the Chairpersonship of Hon'ble Additional Chief Secretary (Finance), Government of Maharashtra. Coaching institute should having proven track record and experience, for empanelment of coaching institute for providing Non-Residential coaching for MPSC (State Services) Examination for the target group of TRTI, BARTI, and SARTHI in Maharashtra State. Coaching is to be provided to the candidates to be sponsored by TRTI, BARTI and SARTHI.

5. Scope of Work -

Coaching is to be provided for the complete syllabus applicable for MPSC (Judicial Services) Examination to the candidates to be sponsored by Tribal Research & Training Institute, Pune, Dr. Babasaheb Ambedkar Research & Training Institute, Pune and Chhatrapati Shahu Maharaj Research, Training and Human Development Institute, Pune.

The Approximate number of Candidate for providing Non-Residential coaching for MPSC (Judicial Services) Examination for the target group of TRTI, BARTI and SARTHI in Maharashtra State is given below & it may increase or decrease after the empanelment.

Sr No	Name of Department	Number of Candidates (Approx.)
1	Tribal Research & Training Institute, Pune (TRTI)	50
2	Dr. Babasaheb Ambedkar Research & Training Institute, Pune (BARTI)	100
3	Chhatrapati Shahu Maharaj Research, Training and Human Development Institute, Pune (SARTHI)	300
Total		450

Note -

- 1) Above no. of candidates is approximate count & may vary as per BOG (Board of Governance) / BOD (Board of Director) approval of individual institute.
- 2) Even after empanelment candidates count may increase, decrease or cancellation of coaching program.

1. Bid Process:

The Bidder has to submit a Bid on line in one envelope system containing Technical Bid for "Empanelment of Coaching Institutes for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Services) Examination".

2. Tender Fee (Non-Refundable)

The bidders are requested to deposit the Tender fee of **Rs.25,000/-** online through 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 by TRTI, Pune.

3. Earnest Money Deposit

The Earnest Money Deposit (EMD) of **Rs 5,00,000/-** is required to be deposited online through / Net Banking. Proof of the same should be attached with the Technical Bid.

- a) No interest will be payable to the bidder on the Amount of the EMD.
- b) The EMD shall be denominated in Indian Rupees only
- c) Bids submitted without adequate EMD will be liable for rejection.
- d) EMD of unsuccessful bidders will be refunded after completion of Bid process.
- e) EMD of successful bidders will be returned after successful completion of contract.
- f) EMD shall be non-transferable.
- g) The EMD may be forfeited:
 - i. If a Bidder withdraws his bid or revises/ increases agreed prices during the period of bid validity or its extended period, if any.
 - ii. If successful bidder fails to sign the Contract within time specified by TRTI, PUNE.
 - 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 TRTI, PUNE regarding forfeiture of the EMD shall be final and binding upon bidders.

4. Transfer of Bid

The Bid / EOI Document are not transferable. The bidder who downloads the Bid document and submits the Bid shall be the same. **All documents submitted by bidders in the technical envelop must be in the same name in which the bid is submitted.**

5. Consortium, Joint Ventures and Sub-Contracting

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

6. Completeness of Response

- a) The Tender Document may not contain all the information as Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TRTI, its employees and other associated organization accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

- b) The TRTI, its employees and other associated organization make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account
- c) Bidders are advised to study all instructions, forms, Annexures, 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.
- d) The response to this EOI should be full and complete in all respects. Failure to furnish all information required by the EOI document or submission of a proposal not substantially responsive to the EOI document will be at the Bidder's risk and may result in rejection of their Proposal.

7. Place of opening of EOI

The EOI will be opened online in the Office of Tribal Research and Training Institute, Maharashtra State, Pune, 28, Queen's Garden, Near Old Circuit House, Pune-411001 on the scheduled dates.

8. Bid Preparation Costs

The bidder shall submit the bid at their own cost and TRTI, PUNE or any associated organization 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 TRTI, Pune and TRTI, Pune shall be at liberty to cancel or modify any or all bids without giving any reason thereof. The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

9. Amendment of EOI Document

- a. If the Chairperson, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) deems it appropriate to revise any part of this EOI or to issue additional data to clarify an interpretation of provisions of this EOI it may issue supplements / corrigendum to this EOI. Any such corrigendum shall be deemed to be incorporated by this reference into this EOI.
- b. All the amendments made in the document would be published on the website of Government of Maharashtra <https://mahatenders.gov.in/> and or also on TRTI, PUNE website <https://trti.maharashtra.gov.in> and shall be part of the EOI document.
- c. The bidders are advised to visit the mentioned website on regular basis for checking latest updates of this EOI document. TRTI, PUNE also reserves the rights to amend the dates mentioned in this EOI for successful bid process.

10. Pre- Bid Meeting

Pre- Bid meeting is open to all prospective bidders. The same will be held on **Thursday, 20/06/2024, 13:00 hrs.**, in the Office of Tribal Research and Training Institute, Maharashtra State, Pune, 28, Queens Garden, Near Old Circuit House, Pune - 411001

11. TRTI, PUNE's right to terminate the process

TRTI, PUNE may terminate the EOI process at any time and without assigning any reason and tender fees paid will be refunded. TRTI, PUNE shall not be held responsible for any cost incurred by the bidder in bid preparation. TRTI, PUNE reserves the right to amend/edit/add delete any clause of this bid document. However, this will be informed to all and will become part of the bid.

12. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are originally in Marathi or Hindi language than that will be accepted as it is. However, the language of any printed literature furnished by Bidder in connection with its bid are written in any other language than the notarized translation of the same should be submitted along with bid in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

Communications

- 1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall Amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.

13. 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.

14. Submission of Bids

The bidder should submit the Bid online, which shall comprise of the following Single envelope (Single envelope system shall be followed for the bid).

15. Technical Bid

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. The Technical Bid should consist of all details as per Annexure- I.

a) Pre-qualification Requirements of the Professional Coaching Institute is as under:

Sr. NO	Criteria	Supporting Documents
1	The bidder shall be a company in India registered under the Companies Act 1956/2013, Proprietorship or a registered Partnership firm or a registered Limited Liability Partnership/Proprietorship / registered societies under Co-operative Societies Act, 1960 or trust and having experience of <u>minimum last 5 Years from the date of registration.</u>	Certificate of Incorporation/ Registration /Partnership Deed/Shop act. Note - Period before the date of registration of the institute will not be considered.
2	The Bidder should have <u>minimum average annual turnover of Rs. 50 Lakhs</u> from any 3 financial years from	Copy of the Audited Balance Sheet and Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant & CA Certificate clearly

	last five years. i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 Note - <u>Minimum average annual turnover will be considered from the competitive examination coaching ONLY.</u>	citing the Average turnover from any 3 financial years from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & Income Tax Return for the year for which the turnover certificate is submitted to certify the criteria of <u>minimum average annual turnover requirement</u>
3	Infrastructure	-Registered rent agreement should be valid minimum next 6 months from the last date of closure of technical bid. -Institute must have minimum 3 class room of minimum 50 students seating in each class room. -Institute must have minimum 3,000 square feet carpet area as per registered rent agreement or ownership documents. - At least one Biometric Machine required -Geo-tag Photographs of Institute containing all Class rooms & infrastructure (CCTV, Bio Metric, Separate washrooms for Ladies & Gents etc) - Coaching institute must have minimum 20 candidate sitting capacity of library cum study hall facility with Wi-Fi (Geo-tag Photographs)
4	<i>Performance of Coaching Institute</i> Note: -Successful candidates mean student who have taken coaching from the particular coaching institute and have been selected in MPSC (State Services) Examination. -Student who has taken admission for only test series or personality test will not be considered.	<i>Total number of successful candidates in the final result of MPSC (Judicial Services) Examination in Last 5 years must be at least 20 candidates.</i> <i>-Supporting document will be consider as Admission form/Payment Receipt/Coaching Fee Tax Invoice & result of respective candidate must be produced.</i>
5	<i>Website of Coaching Institute</i>	<i>Coaching Institute must have their own website. Provide the URL & Screenshot for the same.</i>
6	<i>GST Registration and PAN/TAN</i>	<i>GST Registration Certificate, PAN/TAN are Mandatory Provisional GST Registration Certificate is not valid)</i>

21. Commercial Bid:

This is the single bid EOI, so no need to submit BOQ or commercial Bid. **Sanction Amount per Student Rs 75,000/- (Including all applicable taxes) (GS and Mains subject, Test Series) for Pre, Mains and Personality Test and Study Material** to provide non-residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Service) Examination.

Note: Study material includes Magazine, any relevant publication / Self-published Study materials/ booklets/ books covering all the topics of the syllabus, multiple choice Questions bank etc. and must be distributed to target group students free of cost.

22. Disqualification:

The bidder should ensure that all the required documents, as mentioned in this EOI / bidding document, are submitted along with the bid. Non submission of the required documents may lead to the rejections of the bid 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 EOI or not

submitted in accordance with the procedure and formats prescribed in this document.

- b. During validity of the Bid, or its extended period, if any, the Bidder increases sanctioned price.
- c. Incomplete Bid or failure to furnish all information required as per tender document and failure to furnish proofs for information provided.
- d. Bid is received after due date and time.
- e. Bid is not accompanied by all the requisite documents.
- f. Bids submitted without or with improper ***Tender Fee and EMD***
- g. Bids without signature of person (s) duly authorized on require pages of the bid.
- h. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- i. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- j. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Agreements of this tender.
- k. If the bid does not conform to the timelines indicated in the bid.
- l. If the purchaser of the bid (i.e., who pay Tender Fee and EMD) and submitter of the bid is different.
- m. 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.
- n. Bidder fails to enter into a Contract within 15 Days from the date of issue of Letter of Selection/ award of contract or within such extended period, as may be specified by the TRTI, PUNE.
- o. While evaluating the proposals, if it comes to the TRTI, PUNE 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 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 EOI floated by the TRTI, PUNE.
- p. Bidder doesn't agree to accept the Terms and Conditions of the EOI.

23. Opening of Bid

- a. Envelope No. 1 containing the Technical Bid shall be opened online in the office of TRTI, PUNE, in the presence of the bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the EOI.
- b. The bidders, who have been qualified in the Pre-Qualification shall only be called for presentation in the office of TRTI, Pune in the presence of Bid Evaluation Committee.

24. Evaluation of Technical Bid:

Bid Evaluation Committee formed by Chairperson (CPETIMC) will evaluate the Technical Bid & submit its recommendation to Chairperson (CPETIMC). Decision of the Chairperson, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) would be final and binding upon all the Bidders.

A. Evaluation of Technical Bid

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

- a. 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.

- b. 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.
- c. 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.

Technical Evaluation Criteria

Sr No	Criteria	Supporting Documents	Description	Maximum Marks
1	Experience - No. of years from which Coaching Institute is providing coaching for MPSC (Judicial Services) Examination (Period before the date of registration of the institute will not be considered)	Documents of establishment/ Registration of the institute having Memorandum of association/ Shop act license / Any confirmatory document which shows relevant experience.	a. Institute having coaching Experience ≥ 5 Years & ≤ 7 years - 3 Marks b. Institute having coaching Experience more than 7 Years - 5 Marks	5 Marks
2	Performance of Coaching Institute in last 5 years for MPSC (Judicial Services) Only. Note - Provide List of successful candidates from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24	-Any confirmatory document (Admission form/ Result / Coaching Fee receipt etc.,) of selected candidates with the institute. -Student who has taken admission for only test series or personality test will not be considered - List of candidates qualified MPSC (Judicial Services) along with their roll number and year of passing as per annexure VII	Total number of successful candidates in Last 5 years of MPSC (Judicial Services) Examination only a. Successful candidates ≥ 20 and ≤ 30 candidates -5 marks b. Successful candidates > 30 and ≤ 50 candidates -10 marks c. More than 50 candidates -15 marks	15 Marks
3	Average Annual Financial Turnover of the Institute Note - <u>Minimum average annual turnover will be considered from the competitive examination coaching ONLY.</u>	Copy of the Audited Balance Sheet and Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant & CA Certificate clearly citing the Average turnover from any 3 financial years from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & Income Tax Return for the year for which the turnover certificate is submitted to certify the criteria of <u>minimum average annual turnover requirement</u>	a. Average Annual Financial Turnover of the institute is at least Rs 50 Lakhs in any last 3 financial years from the last five Years - 5 Marks b. Average Annual Financial Turnover of the institute is at least Rs 75 Lakhs in any last 3 financial years from the last five Years - 10 Marks c. Average Annual Financial Turnover of the institute is at least Rs 100 Lakhs in any last 3 financial years from the last five Years - 15 Marks	15 Marks
4	Experience of lecturers of coaching for MPSC (Judicial Services) coaching	Attach their relevant experience certificate from the current or previous employer with seal & sign	a. At least 5 lecturers having experience more than 5 years - 5 Marks	15 Marks

Sr No	Criteria	Supporting Documents	Description	Maximum Marks
			<p>b. At least 3 lecturers having experience more than 7 years - 10 Marks</p> <p>c. At least 2 lecturers having experience more than 10 years - 15 Marks</p> <p>(Note: Lecturers denoted in a, b, c must not be repeated)</p>	
5	<p>Total Number of lecturers:-</p> <p>Note – Lecturer/faculty should not be working on permanent /full time job in any college /institution, company or organization.</p>	List of lecturers with their Qualification Certificates and teaching subject mentioned in Resume/Bio data. Duly signed by lecturers only	<p>a. Number of lecturers at least 5 for different subject of MPSC (Judicial Services) Coaching - 5 Marks</p> <p>b. Number of lecturers > 5 & <= 8 for different subject of MPSC (Judicial Services) Coaching - 10 Marks</p> <p>c. Number of lecturers more than 8 for different subject of MPSC (Judicial Services) Coaching - 15 Marks</p>	15 Marks
6	Mobile Apps or Website for Online lecture facility and to view recorded video of past lectures	Test series, online tracking performance of registered candidates, APK/URL for recorded session.	APK should be available on play store. URL / snapshot of Website need to be provided.	05 Marks
7	Biometric Attendance of the candidates	Attach Geo-Tag Photograph of installed Biometric Attendance Machine at Institute.	Attach Geo-Tag Photograph of installed Biometric Attendance Machine at Institute.	05 Marks
8	CCTV surveillance system	Attach Geo-Tag Photograph of installed CCTV surveillance system at Institute.	Attach Geo-Tag Photograph of installed CCTV surveillance system at Institute.	05 Marks
9	Audio-visual classroom	Attach Geo-Tag Photograph of installed Audio-visual classroom at Institute.	Attach Geo-Tag Photograph of installed Audio-visual classroom at Institute.	05 Marks
10	Wi-fi Facility	Attach Geo-Tag Photograph of installed Wi-fi Facility at Institute.	Attach Geo-Tag Photograph of installed Wi-fi Facility at Institute.	02 Marks
11	Library cum study hall – Minimum sitting capacity of 20 Candidates	Attach Geo-Tag Photograph of Library cum study hall at Institute which shows 20 sitting capacity clearly.	Attach Geo-Tag Photograph of Library cum study hall at Institute which shows 20 sitting capacity clearly.	03 Marks
12	Methodology & Approach Bidders to share their Methodology and Approach based on the requirements of the EOJ through a Presentation.	<p>The presentation should substantiate complete understanding of this Coaching programme by the bidder and should include the following:</p> <p>-Overall approach towards coaching -Infrastructure</p>	The presentation should also include key evidence of all the criteria of the EOJ	

Sr No	Criteria	Supporting Documents	Description	Maximum Marks
		<ul style="list-style-type: none"> - Magazine, Own / Self-published Study materials/ booklets/ books covering all the topics of the syllabus, Multiple choice Questions bank etc. - Schedule of Test series, plan for proposed coaching duration -Schedule of lectures ensuring Timely completion of syllabus for proposed coaching duration. <p>Presentations which do not cover all the above requirements will be marked low. Presentation should compile all above points mentioned in EOI.</p>		10 Marks
TOTAL				100 Marks

Note -

The minimum qualifying marks required in technical criteria is 60 Marks (i.e., 60 %). The bidders who score is equal or more than 60 Marks shall be considered for Empanelment. The bidders who do not score minimum qualifying marks of 60 %, their bids shall be rejected and will not be considered for Empanelment.

24. Empanelment of Coaching Institute

The empanelment of the bidder shall be based on marks obtained in technical evaluation and the physical verification. The empanelment of bidder will be done for only those are qualified in Technical Bid and have the infrastructure and other facility as per tender document and the same is verified in physical verification.

A. Award of contract

Bid Evaluation Committee formed by the Chairperson, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC), will evaluate the Technical Bid as stated above, and also decide the maximum ceiling limit of the student to be sponsored in each coaching institute based on available infrastructure facility and the other technical evaluation parameter, last five years admission of respective institute and submit its recommendation to the Chairperson, CPETIMC. The Chairperson, CPETIMC may ***empanel one or more eligible Bidder*** or cancel the EOI on the basis of their technical score, physical verification and recommendation of the Bid Evaluation Committee. Decision of the Chairperson, CPETIMC, would be final and binding upon all the Bidders. TRTI will notify the acceptance of Bid to the successful Bidder.

B. Empanelment

The Chairperson, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC), will issue empanelment letter to the coaching institute and will be binding on all the successful bidders.

C. Signing of Contract/MoU

Once TRTI notifies the successful Bidder that it's Bid / proposal has been accepted and the empanelment letter is issued by the Chairperson, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC), the successful bidder will have to enter into a separate MoU with the respective organization (TRTI, BARTI and SARTHI)



incorporating the conditions of the Bid / EOI and its amendments and any special conditions as may be required by the respective organization (TRTI, BARTI and SARTHI). The respective organization (TRTI, BARTI and SARTHI) will also issue Letter of Intent/Letter of Award/Work Order with any special conditions as may be required by the respective organization, which will be binding on the successful bidders. In case the successful Bidder is unable to execute contract within 10 days or within time period as may be specified by the respective organization, TRTI shall forfeit the Earnest Money Deposit (EMD) and cancel its Bid.

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Section D- General Conditions of Contract

1. Conditional Bid (EOI) are liable for rejection.
2. Intending bidders can have detailed information from the office of TRTI, Pune, during office hours.
3. The Bid Evaluation Committee formed by Chairperson, CPETIMC will shortlist the institutes and will recommend to the Chairperson, CPETIMC for empanelment, in order to sponsor the candidate for coaching. The candidate will be given the option of selecting the empaneled Institute of his/her choice for admissions.
4. Bidder should note that the allotment of candidates to the coaching institute (successful bidder) will be done on the basis of merit. However, The Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) has the rights to restrict the maximum number of candidates that can be sponsored to the single institute on the basis of physical verification and infrastructure facility of the coaching institute and the decision of the Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) will be binding on all the bidders.
5. The Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) reserves the right to reject EOI without assigning any reason.
6. The duration of the Coaching program will be of 11 months.
7. Bidder need to submit all relevant documents mentioned in pre-qualification and technical qualification criteria for each location of which bid is submitted.
8. Coaching should be provided for the complete syllabus applicable for the MPSC (Judicial Services) Examination Prelims and Mains including Personality Test.

The respective organization (TRTI, BARTI, SARTHI) reserves the right to increase or decrease the number of candidates to be sponsored for the coaching. In circumstances of serious complaints about the Training/coaching institute from student or other sources, after due enquiry if any serious misconduct found then the respective organization (TRTI, BARTI, SARTHI) will report to Committee (CPETIMC) and the Committee reserve the rights to cancel the whole contract with respective Training/coaching institute.

9. The number of candidates to be allotted to the coaching institute may be increased or decreased to ensure quality coaching.
10. The attendance should not be less than 75% per month for each candidate. The Empaneled Coaching institute must submit every month Biometric attendance of the candidates (In Time and out Time) to the respective organization from which work order is issued. In case of failure to maintain 75% attendance per month, stipend of concerned candidate will not be paid for those months.
11. The Empaneled Coaching Institutions shall provide quality coaching to the sponsored students for MPSC (Judicial Services) Examination.
12. The Empaneled Coaching shall impart quality training, conduct periodic tests and shall inform the result of the same on monthly basis to the respective organization from which work order is issued.



13. If the coaching is incomplete or not properly imparted, the coaching institute will be blacklisted and complete fee due will not be paid.
14. The empaneled Coaching Institute 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.
15. The empaneled Coaching Institute should not sublet the contract. If any Coaching Institute are found to have sublet the contract, the contract will be terminated at the risk and cost of the Coaching Institute will be recovered.
16. Initially MoU will be done with the empaneled coaching institute on a non-judicial stamp paper of Rs. 500. However on completion of admission procedure (once the number of candidates sponsored to the coaching institute is fixed) the Coaching Institute will have to pay stamp duty of requisite value depending on the total value of work order as per Maharashtra Stamp Act, failing which the payment of coaching fee will not be done. MoU need to sign within 10 days from the receipt of written communication of letter of Selection to this effect, failing which the EMD will be forfeited and the coaching institute will be removed from the selected/empaneled list.
17. The bidder's coaching institute should be operational at the time of submission of bid with all infrastructure facility as required in the Pre & Technical Qualification of the bid document.
18. **The bidder should submit the bid only for the location at which the bidder's coaching institute is operational with all infrastructure facility as required in the technical requirement of the bid document at the time of submission of bid.**
19. **In case of any pandemic situation occurs in future then training institute must have facility to conduct coaching for MPSC (Judicial Service Examination) in ONLINE Platform.**
20. **Coaching fee will be paid in Four installments; -**
 1. First installment of 25% of the total fee (Inc. GST) will be paid after the completion of one month from the commencement of coaching.
 2. Second installment of 25% of the total fee (Inc. GST) will be paid after the completion of five months of coaching.
 3. Third installment of 25 % of the total fee (Inc. GST) will be paid after completion of nine months coaching
 4. Final installment of 25% of the total fee (Inc. GST) will be paid after the completion of coaching programme and completion reports

(Note: - Chairperson, Competitive Pre- Examination Training Implementation and Monitoring Committee (CPETIMC) reserve the right to change the percentage of coaching fee installments to be paid to the Service provider and also to change the terms and conditions associated with the payment installments.



Joint Director

Tribal Research & Training Institute,
Maharashtra State, Pune-1

Important points to Note

- a) Coaching Fee/Payment will be directly paid by respective Government Institute i.e. TRTI, BARTI and SARTHI to empaneled Coaching Institute.
- b) Payment of Coaching Fee shall be made after deducting all statutory deductions (TDS) in lieu of the taxes levied by the state government, central government and other authorities.
- c) The respective organization from which work order is issued is not liable to pay any kind of interest on delayed payment.
- d) The respective organization from which work order is issued reserves the rights of overall monitoring of the coaching program.
- e) The coaching institutes should submit their GST invoice / bill for each installment, in duplicate with the list of candidates. The payments shall be made within 10 working days of receipt of invoice. If, due to any reasons, payment delayed, no interest is payable.
- f) Coaching Fee/Payment of individual candidate will be disbursed only after the completion/achievement of minimum average 75% attendance during whole session of MPSC (Judicial Services Exam) Coaching i.e. 11 Months. However, first and second instalment of Coaching Fee/Payment of individual candidate will be disbursed irrespective of average percentage of attendance during the period of first and second instalment. Third instalment will not be disbursed in case the candidate does not maintain minimum average 75% attendance during the period of coaching till third instalment. However, if the candidate does not maintain 75% attendance at the time of third installment but maintain 75% attendance during whole session of MPSC (Judicial Services) Coaching, the Fourth instalment will be released together with third installment. Fourth installment will be released only if the attendance of the candidate is having minimum average 75% attendance during the whole session of MPSC (Judicial Services) Coaching. Coaching Institute must do proper counseling of the student and motivate them to attend lectures to maintain at least 75 % attendance during the whole session of MPSC (Judicial Services) Coaching.
- g) Empanelment is for a **period of 3 years or up to the completion of running batch** if any, whichever is later. However, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) will conduct review on the performance of Coaching Institute on yearly basis & will provide extension subject to satisfactory performance of the coaching institute.
- h) On completion of coaching, the institute will have to submit following reports to the respective organization from which work order is issued
 - ✓ Detail Project Completion Report.
 - ✓ Results of Test conducted by the Coaching Institute
 - ✓ Biometric attendance
- i) Aadhaar Based Biometric attendance, compatible Biometric machine need to be installed at the coaching institute by selected bidder. Aadhaar based Biometric Attendance System (BAS) software will be provided to the empaneled coaching institute. The coaching institute should have facility of minimum 1 biometric machine per 50 students.
- j) Initially the MOU will be done for the period of one year however, it may be extended for next two years by mutual consent with the same terms and conditions of the agreement executed. However, there won't be any escalation in price due to inflation and increase in coaching fee in market. However, Decision of the Chairperson, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC), in this regard, will be final.
- k) The respective organization from which work order is issued have the power to issue notices in writing and to instruct/direct the Institutions to make alterations/variations in the assigned Coaching work.



- l) Empaneled bidder needs to maintain the daily basis face recognition Biometric Attendance, CCTV footage, Geo - Tagging Photographs of during the Coaching & must able to provide the access of CCTV footage over the internet to monitor the live coaching class session whenever required. Coaching institute should have facility to maintain the CCTV footage & will submit to respective institute / Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) whenever required.

26. 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 respective organization from which work order is issued with such penalties as specified in the Bidding document and the Agreement.

27. Jurisdiction and applicable Law

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 for TRTI, BARTI & SARTHI

28. Performance Bank Guarantee (BG):

Successful Bidder has to submit performance bank guarantee of 3% of the awarded contract value (basis number of students allotted for coaching to the particular coaching institute) from any scheduled bank in India, within 10 days of award of work order or within time period as specified in the work order to the respective organization from which work order is received. Performance Bank Guarantee (BG) shall be retained by respective organization from which work order is issued till the end of the contract and shall be released on successful completion of coaching during Contract period.

29. Physical Verification:

Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) will perform the surprise visit on any day after the last date of submission of bid during the office hours of the Coaching institute at the address provided in the technical bid and will perform the physical verification of all infrastructure and other facility required as per EOI document. If the required infrastructure and other facility as per EOI document is not available then the bids of the bidder will be rejected and no further evaluation will be done. If the infrastructure and other facility claimed by the bidder in the bid document is not available, false document submitted by the bidder or wrong address is provided by the bidder or the Coaching Institute is not available at the address provided by the bidder in bid document then the bid will be rejected and the bidder will be blacklisted & EMD will be forfeited.

30. Start of Coaching:

Bidder (Coaching Institute) must impart coaching for MPSC (Judicial Services) Examination- 2025 and the Coaching must be started within 10 days from the date of issue of list of the candidates sponsored to the coaching institute or as may be instructed by the respective organization (TRTI, BARTI, SARTHI).

31. Cancellation of Admission:

- a) If any selected candidate leaves / quits the coaching within one month of joining the coaching

institute or the start of coaching then the Government Institute will provide the replacement candidate from the waiting list and the coaching fee if any already paid will be adjusted against the coaching fee of new candidate.

b) If the candidates are not available in waiting list or candidate leaves / quits the coaching after one or more months of joining the coaching institute or the start of coaching then the coaching fee for the remaining duration of coaching will not be paid and the excess fee if any already paid on pro-rata basis, the same will be adjusted against the total fee payable to the coaching institute.

32. Inspection of coaching institute:

The organization (BARTI, TRTI, SARTHI) who has issued work order will have powers to review the Coaching Classes and visit the Coaching Institute for inspection and if at any time, it comes to the conclusion that the Coaching Classes are not being conducted satisfactorily, and the coaching institute fails to improve the performance within reasonable period as may be specified in the notice of intimation or the extended period as may be given by the organization which has issued work order. The Coaching Institute shall neither be entitled to any payment towards coaching fee or any damages.

33. Fraud & Corrupt Practice

It is required that the bidder (Coaching Institute) submitting bid and bidder (Coaching Institute) empaneled through this tender process must observe the highest standards of ethics during the process of selection and during the performance and execution of Coaching Programme.

For this purpose, definitions of the terms are set forth as follows:

a. "**Corrupt Practice**" mean offering, giving, receiving, or soliciting of anything of value to influence the action of TRTI or its personnel while executing this work.

b. "Fraudulent Practice" means a misrepresentation of facts, in order to influence a Selection process or the execution of a Work Order, and includes collusive practice among Agency (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive TRTI of the benefits of free and open competition.

c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.

TRTI, BARTI, SARTHI has rights to reject a proposal even after the award and blacklist the bidder, if it is found that the bidder is engaged in corrupt, fraudulent, unfair, or coercive practices.

34. Force Majeure:

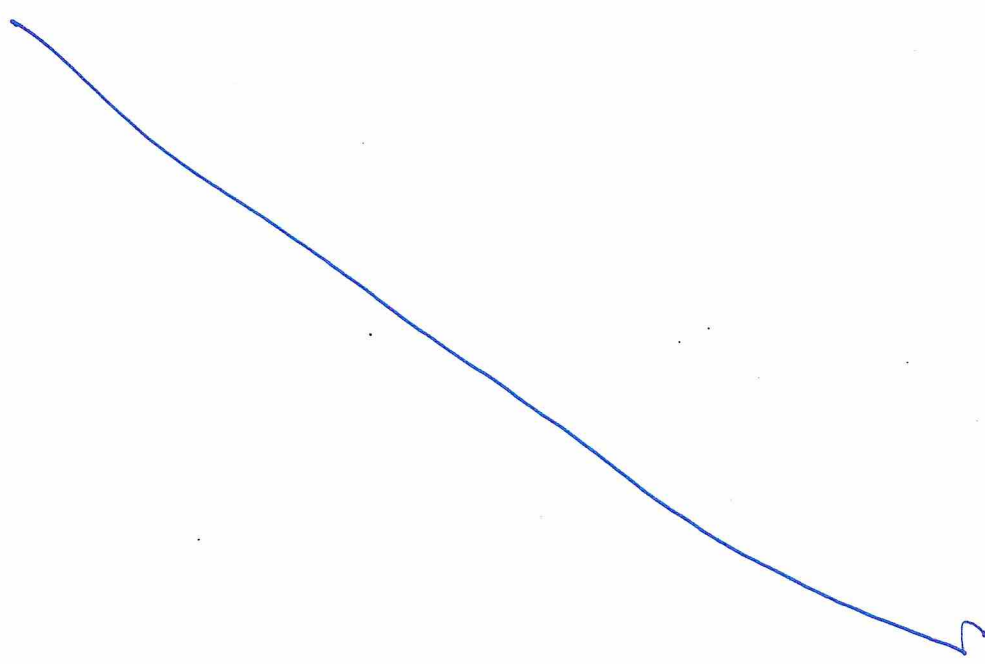
If, at any time, during the continuance of the agreement, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by the reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, Lockdown, strikes, or act of God (hereinafter referred to as "event"), provided notice of happening of any such eventuality is given by either party to the other

within 21 days from the date of occurrence thereof, neither party shall by the reason of such event, be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance; and service under the agreement shall be resumed as soon as practical after such event has come to an end or ceased to exist, and the decision of the TRTI/SARTHI/BARTI as to whether the service have been so resumed or not shall be final and conclusive.

Provided further that if the performance in whole or part of any obligation under this agreement is prevented or delayed by reason of any such event by a period exceeding 120 days, either party may at its option terminate the agreement. 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 delay 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 / service.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of coaching institute, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the coaching institute.

If a Force Majeure situation arises, the coaching institute shall promptly notify TRTI/SARTHI/BARTI in writing of such condition and the cause thereof. Unless otherwise directed by TRTI/SARTHI/BARTI in writing, the coaching institute 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.



Annexure – I

(To be submitted on bidder's letter head)

“Expression of Interest for Empanelment of Coaching Institutes for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI, and SARTHI in Maharashtra for MPSC (Judicial Services) Examination”

To,

Chairperson,
Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC),
Tribal Research and Training Institute,
28 Queens Garden, Pune -411001
Maharashtra State,

Subject: *Empanelment of Coaching Institutes for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI, and SARTHI in Maharashtra for MPSC (Judicial Services) Examination*

Reference: Tender No

Dated

Respected Sir,

I / Whereby offer to submit the Technical Bid for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Services) Examination.

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

I / We submit the Technical Bid as under:

Sr. No	Description	Remark
1	Name and address of the head office of the Coaching Institute	
2	Name of Head / Chairperson / President/Partner /Director/Owner	
3	<p>Location for which the bidder is submitting the bid for the coaching of MPSC (Judicial Services) Examination</p> <p>Note:</p> <ol style="list-style-type: none">1. Provide rent agreement, shop act license/ Relevant document to prove the location of coaching classes2. The relevant supporting documents should be submitted for each of the location for which bidder is submitting the bid. The coaching institute should be operational at the time of submission of bid at the location for which bid is submitted	



Sr. No	Description	Remark
4	Name of Secretary/Chairperson /MD /Owner/Proprietor	
5	Contact Person's Name and Designation	
6	Mobile Number and Email Address	
7	Date of Establishment of Institute as per Documents of establishment/ Registration of the institute	
8	a) Whether the Institution is registered? (Yes/No)	
	b) If Yes, under which act. Institution is registered (Legal status)	
	c) Registration Number	
	d) Date of Registration	
	e) Date of Expiry	
9	a) Whether GST payee? (Yes/No)	
	b) Mention GST number	
10	a) Whether Income tax payee? (Yes/No)	
	b) Mention Permanent Account Number (PAN/TAN)	
11	The Bidder should have <i>minimum average annual turnover of Rs.50 Lakhs</i> from any 3 financial years from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 Note - <i>Minimum average annual turnover will be considered from the competitive examination coaching ONLY.</i>	FY 2019-20
		FY 2020-21
		FY 2021-22
		FY 2022-23
		FY 2023-24
12	Total no. of years of experience of the coaching Institution. (Period before the date of registration of the institute is not considered)	
13	Whether the Coaching Institute is functioning in its own building or in a rented accommodation?	
14	Total carpet area in sq. feet of Coaching Institute	
15	Whether adequate Audio and Video facility is available in class room? (Yes/ No). Also specify the number of class room with the seating capacity of each class room	
16	Details of faculty: Note: Provide the list of all the faculty/lecturer with the details such as name, qualification, no. of year of	

Sr. No	Description	Remark
	experience, subject of teaching along with their Bio data.	
17	Library cum study hall facilities? (Yes / No)	
18	Total number of successful candidates in final result of MPSC (Judicial Services) Examination in Last 5 years should be at least 20 Note: Students who has done coaching from the institute will only be considered. Student who has taken admission for only test series or personality test will not be considered.	Provide List of successful candidates from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24
19	Number of Subjects in which coaching is provided	Provide name of Subjects for which coaching is provided along with faculty name and resume
20	Mobile Apps/Website – Test series, online tracking performance of registered candidates, APK/URL for recorded session	Provide details of mobile app/website having Test series, online tracking performance of registered candidates, APK/URL for recorded session
21	Printed Study Material (Self-published or Any reputed publisher)	Bidder must submit the list of the below: a) Study materials/ booklets/ books covering all the topics in the syllabus. b) Study materials/ booklets/books covering Multiple Choice Questions c) Study materials/ booklets/books covering Descriptive Questions
23	No. of student taken admission in the coaching institute in last five years	Provide List of admitted candidates from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24

Date:
Place:

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



Annexure – II
(Pre-Bid Queries Format)

Name of the Bidder (Organization / Coaching Institute):

Name and designation of Person(s) Representing the Bidder:

Contact Number:

Email Id:

EOI: Expression of Interest for Empanelment of Coaching Institutes for providing non-residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Services) Examination

Sr. No.	Tender document page number	Clause, Section, point serial number (Tender Ref. No)	Query/ Clarification required	Suggestion
1				
2				
3				
4				

Date:

Place:

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

Annexure- III
(Declaration to be given on Coaching Institute letterhead)

Date:

To,

Chairperson,
Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC),
Tribal Research and Training Institute,
28 Queens Garden, Pune -411001
Maharashtra State

Subject: *Empanelment of Coaching Institutes for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Services) Examination*

Reference: Tender No

Dated

Respected Sir,

I/Wedo hereby submit EOI for *Empanelment of Coaching Institutes for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Services) Examination*. We do accept the mentioned coaching fee and in all respects in accordance with the terms and conditions as mentioned in the Bid Document.

I/We have paid an Amount of Rs. 5,00,000/- towards EMD and I/We are aware that the EMD will not bear any interest.

We are aware that Tender fee of Rs 25,000/- 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 hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions.

I/We hereby distinctly and expressly declare and acknowledge that maximum ceiling limit of number of student that can take admission in each institute is to be decided by CPETIMC and it will be binding on us and I understand that it will not be challenged by us in any court of Law.

I/We hereby distinctly and expressly declare and acknowledge that number of student that can be sponsored to the particular coaching institute may vary and there is no minimum number of students that can be sponsored to our institute as the student will be allocated coaching institute as per the choice of coaching institute submitted by them and I understand that it will not be challenged by us in any court of Law.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the Commissioner, TRTI, Pune 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 email 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 respective organization specified in the bid document 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 respective organization specified in the bid document

Date:

Place:

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

Annexure- IV

(Declaration for Proprietor/Partner/Director/Trustee is not blacklisted by any Government agency, on their letter head)

To,

Chairperson,
Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC),
Tribal Research and Training Institute,
28 Queens Garden, Pune -411001
Maharashtra State

Subject: *Declaration for Proprietor/Partner/Director/Trustee/Organization is not blacklisted by any Government agency / Department / Autonomous Institute of any state Government and or Central Government*

Reference: Tender No

Dated

I/We do hereby submit declaration/undertaking that our Coaching Institute (Name).....and any other coaching institute or coaching organization in which I am or any of my partner/director/trustee is a Proprietor/partner/director/trustee is not Blacklisted by any Government agency / Department / Autonomous Institute of any state Government and or Central Government.

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.

Date:

Place:

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



Annexure- V

(Declaration / Undertaking of the Coaching Institution to be submitted along with Technical Bid, on its letter head)

Date:

To,

Chairperson,
Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC),
Tribal Research and Training Institute,
28 Queens Garden, Pune -411001
Maharashtra State

Subject: *Empanelment of Coaching Institutes for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Services) Examination*

Reference: Tender No.....

Dated

Respected Sir,

I/We..... do hereby submit declaration/undertaking that any of the Governing Member, Director, Partner, Managing Director, CEO of our Coaching Institute (Name)..... is not having Criminal Case against them.

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.

Date:

Place:

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

Annexure- VI

Financial Turnover Certificate

(Need to submit on CA Letter head)

This is to certify that, we have verified the annual financial turnover of the Company/firm/Agency/Coaching institute..... named.....having head office at (Address).....from the **coaching of Competitive Examination** and it is as mentioned below:

Particulars	Annual Financial Turnover from the coaching of <u>competitive examination</u>
FY 2019-20 Amount (Rs) in both figures and words	
FY 2020-21 Amount (Rs) in both figures and words	
FY 2021-22 Amount (Rs) in both figures and words	
FY 2022-23 Amount (Rs) in both figures and words	
FY 2023-24 Amount (Rs) in both figures and words	
Total Financial Turnover	
Average Financial Turnover	

Name of CA Firm:

Name of Signing Partner:

Membership Number:

Unique Document Identification Number (UDIN)

Signature:

Office Seal:

Date:

Annexure- VII

(Declaration / Undertaking of the Coaching Institution to be submitted along with Technical Bid, on its letter head)

Date:

To,

Chairperson,

Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC),

Tribal Research and Training Institute,

28 Queens Garden, Pune -411001

Maharashtra State,

Subject: *Empanelment of Coaching Institutes for providing Non-Residential coaching to the candidates of the target group of TRTI, BARTI and SARTHI in Maharashtra for MPSC (Judicial Services) Examination*

Reference: Tender No

Dated

Respected Sir,

I/We do hereby submit declaration/undertaking that Year wise details of successful candidates in MPSC (State Services) Examination.

Details of the selected candidates to be submitted in following format

Sr	Name of the candidate who got selected in MPSC (Judicial Services) Examination	Mobile Number	Year of Coaching	Course for which coaching is provided	Year of Selection	Name of Examination passed by the candidates	Post for which candidate is selected
1							
2							

Note:

- 1) Students who have completed coaching from the institute will only be considered. Student who has taken admission for only test series or personality test will not be considered.
- 2) Provide List of successful candidates from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24

Date:

Place:

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

Annexure- VIII

Checklist for Empanelment of Coaching institute

Name of Coaching Institute:

Sr	Eligibility Criteria	Supporting Document	Eligible (Yes/No)	Supporting document page number /Remark (if any)
1.	The bidder shall be a company in India registered under the Companies Act 1956/2013, Proprietorship or a registered Partnership firm or a registered Limited Liability Partnership/ registered societies under Co-operative Societies Act, 1960 or trust <u>Minimum last 5 Years</u>	Certificate of Incorporation/ Registration /Partnership Deed/Shop act. Note - Period before the date of registration of the institute will not be considered.		
2.	The Bidder should have <u>minimum average annual turnover of Rs.50 Lakhs</u> from any 3 financial years from last five years i.e. FY 2019-20, 2020-21, FY 2021-22, FY2022-23, FY 2023-24 Note - <u>Minimum average annual turnover will be considered from the competitive examination coaching ONLY.</u>	Copy of the Audited Balance Sheet and Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant & CA Certificate clearly citing the Average turnover from any 3 financial years from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & Income Tax Return for the year for which the turnover certificate is submitted to certify the criteria of <u>minimum average annual turnover requirement (Annexure VI)</u>		
3	Infrastructure	-Registered rent agreement should be valid minimum next 6 months from the last date of closure of technical bid. -Institute must have minimum 3 class room of minimum 50 students seating in each class room. -Institute must have minimum 3,000 square feet carpet area as per registered rent agreement or ownership documents. - At least one Biometric Machine required -Geo-tag Photographs of Institute containing all Class rooms & infrastructure (CCTV, Bio Metric, Separate washroom for Ladies and Gents etc) - Coaching institute must have minimum 20 candidate sitting capacity of library cum study hall facility with Wi-Fi (Geo-tag		

Sr	Eligibility Criteria	Supporting Document	Eligible (Yes/No)	Supporting document page number /Remark (if any)
		Photographs)		
4	Performance of Coaching Institute	Total number of successful candidates in the final result of MPSC (Judicial Services) Examination in Last 5 years must be at least 20 candidates. Note: -Successful candidates mean student who have taken coaching from the particular coaching institute and have been selected in MPSC (Judicial Services) Examination. -Student who has taken admission for only test series or personality test will not be considered. - Supporting document will be consider as Admission form/Payment Receipt/Coaching Fee Tax Invoice & result of respective candidate must be produced. (As per Annexure VII)		
5	Website of Coaching Institute	Coaching Institute must have their own website. Provide the URL & Screenshot for the same.		
6	Total number of successful candidates in Last 5 years of MPSC (Judicial Services) Examination only	Attach Annexure VII		
7	Experience of lecturers of coaching for MPSC (Judicial Services) coaching	Attach their relevant Experience certificate from the current or previous employer with seal & sign		
8	Total Number of lecturers: - Note – Lecturer/faculty should not be working on permanent /full time job in any college /institution, company or organization.	List of lecturers with their Qualification Certificates and teaching subject mentioned in Resume/Bio data. Duly signed by lecturers only		
9	Number of Subjects in which coaching is provided	List of Subjects for which coaching is provided along with faculty name and resume. Attach Self Declaration with list of optional subjects on their letter head.		
10	Mobile Apps or Website for Online lecture facility and to view recorded video of past lectures	Test series, online tracking performance of registered candidates, APK/URL for recorded session		
11	Biometric Attendance of the candidates	Attach Geo-Tag Photograph of installed Biometric Attendance Machin at Institute.		
12	CCTV surveillance system	Attach Geo-Tag Photograph of installed CCTV surveillance system at Institute.		
13	Audio-visual classroom	Attach Geo-Tag Photograph of installed Audio-visual classroom at		

Sr	Eligibility Criteria	Supporting Document	Eligible (Yes/No)	Supporting document page number /Remark (if any)
		Institute.		
14	Wi-fi Facility	Attach Geo-Tag Photograph of installed Wi-fi Facility at Institute.		
15	Library cum study hall	Attach Geo-Tag Photograph of Library cum study hall at Institute which shows 20 sitting capacities clearly.		
16	Technical Bid	As per Annexure- I		
17	Declaration	As per Annexure- III		
18	The Coaching Institute should not have been black listed by any Government agency / Department / Autonomous Institute of any state Government and Central Government.	Undertaking / Declaration that, the Coaching Institute is not Blacklisted- As per Annexure- IV		
19	Partners/Director of the Coaching Institute should not be having any criminal case against them.	Undertaking / Declaration that, None of the Partner / Director is having Criminal Case against them - As per Annexure- V		
20	Details of course material	Study Material / Course Material		
21	Checklist	As per Annexure- VIII		
22	No. of student taken admission in the coaching institute in last five years	Provide List of admitted candidates from last five years i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24		

Date:

Place:

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

