

Mahatma Jyotiba Phule Research & Training Institute (MAHAJYOTI)

(An Autonomous Institute of Government of Maharashtra)

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E-TENDER No: MAHAJYOTI/MPSC BOOKS/FEB/2022

Date: 02/02/2022

INVITATION OF EXPRESSION OF INTEREST (EOI) FROM THE REPUTED PUBLISHERS / DISTRIBUTORS/ BOOK-SELLERS FOR SUPPLY OF BOOKS FOR MPSC (STATE SERVICES) EXAMINATION

Online Expression of Interest (in **two bid system - Technical Bid & Commercial Bid**) are invited from the reputed publishers / distributors / book sellers for supply of books for MPSC (State Services) Examination to the Mahatma Jyotiba Phule Research and Training Institute", **Nagpur**, here in after referred to as **MAHAJYOTI**.

Reputed publishers / distributors / book sellers can submit their **Technical Bid & Commercial Bid** online on website **<https://mahatenders.gov.in>**

Name of the Service	Tender Fee	Earnest Money Deposit (EMD)
Supply of Books for MPSC (State Services) Examination.	Rs. 10,000/-	Rs. 2,00,000/-

- a. The publishers / distributors / book sellers will be selected based on the selection criteria decided by the MAHAJYOTI, Nagpur as mentioned in the Bid Document.
- b. Joint Venture / Consortium is not permitted.
- c. The Bid documents are available on website **<https://mahatenders.gov.in>**
- d. The interested bidders will have to register and enroll on website **<https://mahatenders.gov.in>** to participate in the bid process.
- e. In case of any technical difficulties' bidders should contact on **0120-4001002, 0120-4001005, 0120-6277787**
- f. The interested bidders will have to submit all the required documents by online submission only.
- g. **The Tender fee of Rs. 10,000/-** is required to be deposited online through Net Banking.
- h. **The EMD of Rs. 2,00,000/-** is required to be deposited online through Net Banking.
- i. Interested bidders shall submit their bid online on or before 19/02/2022, 17:00 hrs.
- j. The advertisement is also available on MAHAJYOTI website **<https://MAHAJYOTI.org.in>** for information only.
- k. Right to reject any or all the Bids is reserved by The Managing Director, MAHAJYOTI, Nagpur.

**Managing Director,
MAHAJYOTI,
Nagpur**

Section-1: About Mahatma Jyotiba Phule Research & Training Institute (MAHAJYOTI), Nagpur

The great men sacrificed their lives for the creation of a modern Indian society in Samatadhishti. Mahatma Jyotiba Phule was the forerunner of this social revolution. He fought for social revolution from his own home to establish a modern society based on the trinity of equality, justice and brotherhood.

The Government of Maharashtra has taken a vow to fulfil the dream of Mahatma Jyotiba Phule of modern society. For this, an autonomous organization "Mahatma Jyotiba Phule Research and Training Institute" (MAHAJYOTI) was established on 8th August 2019 for the all-round sustainable development of Other Backward Class (OBC), Vimukta Jati and Nomadic Tribes (VJNT) and Special Backward Class (SBC) of Maharashtra State.

Objective of MAHAJYOTI

- ❖ Agricultural research, assessment, skills development training and employment capacity building.
- ❖ Establishment and development of industrial units including self-employment, entrepreneurship, agro-industrial units.
- ❖ Establishment of data banks, libraries (development and maintenance), conducting various surveys.
- ❖ Agricultural and Cooperative Research, Guidance and Counselling Centre for students, scholars, entrepreneurs, farmers and disadvantaged sections of women.
- ❖ Coaching for various competitive exams, training for career development, etc.
- ❖ Knowledge, study and coordination circles in various fields.
- ❖ Initiatives to improve the social, educational and economic conditions of the target groups.
- ❖ Academic Scholarships, Fellowships, etc. Achieving goals through organizations and grants.

Section-2: Invitation for Expression of Interest (EOI)

Mahatma Jyotiba Phule Research and Training Institute", **Nagpur**, here in after referred to as **MAHAJYOTI, Nagpur** invites Online Expression of Interest (in **two bid system - Technical Bid & Commercial Bid**) from the eligible publishers / distributors / book sellers for supply of books for MPSC (State Services) Examination.

Publishers / Distributors / Book Sellers can submit their **Technical Bid & Commercial Bid** online on website **<https://mahatenders.gov.in>**

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

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

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

In case of any technical difficulties' bidders should contact on 0120-4001002, 01204001005, 01206277787

Section-3: Key Events & Dates

1. Key Events and Dates

Sr. No.	Event	Date & Time
1	Release Tender	02-02-2022 11:00
2	Document Download/ Sale Start Date	02-02-2022 11:00
3	Pre- Bid Meeting	07-02-2022 13:00
4	Last date for online submission of bids	19-02-2022 17:00
5	Technical Bid Opening Date & Time	21-02-2022 15:00
6	Commercial Bid Opening Date & Time	To be informed

2. Other Important Information Related to Bid

Sr. No.	Item	Description
1	Earnest Money Deposit (EMD) (To be paid online using net banking)	Rs. 2,00,000
2	Tender Fee – (To be paid online using net banking)	Rs 10,000
3	Bid Validity Period	One-hundred-and-eighty (180) days from the date of submission of Bid.
4	Last date of signing contract	As intimated in work order of MAHAJYOTI.

Section-4: Scope of Work

1. Purpose

Mahatma Jyotiba Phule Research and Training Institute", Nagpur, invites Online Expression of Interest (in two bid system - Technical Bid & Commercial Bid) from the eligible publishers / distributors / book sellers for supply of books for MPSC (State Services) Examination.

2. Roles & Responsibilities of the Agency

- i. To provide the requisite number of each book as specified in work order by MAHAJYOTI.
- ii. To provide the latest edition of books specified in the Bid document/ Work Order by MAHAJYOTI
- iii. Supply of books should be made only by Registered Post/ Speed Post / Reputed Courier Agency or through messenger at the cost of Agency at the address of MAHAJYOTI, Nagpur as specified in the work order.
- iv. Books shall be supplied in good physical condition/brand new. Damaged/defective copies shall not be accepted and will be returned at the cost of Agency.
- v. The books should be supplied by the time/date specified in the order completely, failing which the order would automatically be treated as cancelled and earnest money will be forfeited.
- vi. Only latest editions of books are to be supplied.
- vii. If any discrepancy is found in the consignment, it will be returned at supplier's cost
- viii. To comply with all the applicable laws, Act, rules and regulation of Government of India, Government of Maharashtra.
- ix. Defective copies, if any supplied, will be replaced even stamped, accessioned after any length of time, when detected at the cost of supplier.
- x. Any concealment of facts shall amount to disqualification of the bidder and forfeiture of EMD

3. List of Books

Below is the indicative table mentioning the books required by MAHAJYOTI as per the requirements.

Sr. No	Subject	Name of Book	Author	Publication	Quantity (approx.)
1	मराठी	सुगम मराठी व्याकरण व लेखन	मो. रा. वाळंबे	नितीन प्रकाशन	1850
2	मराठी	सुगम मराठी व्याकरण व लेखन शब्दरत्न	मो. रा. वाळंबे	नितीन प्रकाशन	1850
3	इंग्रजी	स्पर्धा परिक्षा इंग्रजी व्याकरण	डॉ. उमेश प्रधान	नितीन प्रकाशन	1850
4	इतिहास	आधुनिक महाराष्ट्राचा इतिहास	डॉ. अनिल कठारे	कल्पना प्रकाशन	1850
5	इतिहास	महाराष्ट्राचा समग्र इतिहास	डॉ. अनिल कठारे	कल्पना प्रकाशन	1850
6	इतिहास	महाराष्ट्रातील समाजसुधारक	डॉ. अनिल कठारे	कल्पना प्रकाशन	1850
7	भुगोल	जगाचा भुगोल	दिलीप पवार , दिपक बाविस्कर	दिपस्तंभ	1850
8	भुगोल	महाराष्ट्राचा भूगोल	दिलीप पवार , दिपक बाविस्कर	दिपस्तंभ	1850
9	भुगोल	भारताचा भूगोल	दिलीप पवार , दिपक बाविस्कर	दिपस्तंभ	1850
10	विज्ञान	सायन्स : ऑल - इन - वन	डॉ. मोनाली संदिपकुमार सांळुखे	दिपस्तंभ	1850
11	विज्ञान	विज्ञान आणि तंत्रज्ञान	रंजन कोळंबे	भागीरथ प्रकाशन	1850
12	राज्यशास्त्र	भारताची राज्यघटना आणि प्रशासन	रंजन कोळंबे	भागीरथ प्रकाशन	1850
13	पर्यावरण	पर्यावरण आणि परिस्थितीकी	रंजन कोळंबे	भागीरथ प्रकाशन	1850
14	पंचायतराज	पंचायतराज	सचिन शेंडे	भागीरथ प्रकाशन	1850
15	कृषी	कृषीशास्त्र आणि कृषीविकास	रंजन कोळंबे	भागीरथ प्रकाशन	1850
16	HRD	मानव संसाधन विकास आणि मानवाधिकार	रंजन कोळंबे	भागीरथ प्रकाशन	1850
17	अर्थशास्त्र	स्पर्धा परीक्षा अर्थशास्त्र - १	डॉ. किरण जी देसले	दिपस्तंभ	1850
18	अर्थशास्त्र	स्पर्धा परीक्षा अर्थशास्त्र - २	डॉ. किरण जी देसले	दिपस्तंभ	1850
19	CSAT	CSAT - Guide (आकलन - Comprehension)	अमोल पालकर / सुशांत जगताप	भागीरथ प्रकाशन	1850
20	CSAT	स्पर्धा परिक्षा बुद्धिवान कसोटी + गणित	वा. ना. दांडेकर	नितीन प्रकाशन	1850

The list of books and the quantity as mentioned in the above table may change / increase/decrease depending on the official requirements of MAHAJYOTI.

4. Payment Terms

- i. No advance payment shall be made.
- ii. The selected agency request for payment shall be made to MAHAJYOTI, Nagpur in writing, accompanied by an invoice in triplicate describing name of book, year / month of edition of book, MRP of books, Quantity of each books and rate accepted by MAHAJYOTI as per work order.
- iii. The payment is subject to Grant receive form Government, In case of delay in payment, the agency will not be able to claim any other charges, interest, etc.
- iv. The rate quoted by the bidder should be Exclusive of all prevalent taxes (if applicable).
- v. All payments to the selected agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, and GST Act if applicable.
- vii. Payment shall be made in Indian Rupees by RTGS/NEFT in the name of the selected agency
- viii. MAHAJYOTI shall deduct penalty, if any, as applicable from the payment to be paid to the selected agency.

5. Priority of Documents:

The several documents forming the agreement shall be taken as mutually exclusive of each other but in case of ambiguities or discrepancies, the priority of the documents forming this agreement shall be as follows:

- i) Agreement/ MOU between the MAHAJYOTI, Nagpur and the selected Agency.
- ii) Work Order
- iii) EOI / Tender Document
- iv) Any other document which has expressly agreed to by the Parties to form part of the agreement

Section- 5: Instructions to Bidders

1. Purpose of inviting Expression of Interest (EoI)

To invites Online Expression of Interest (in **two bid system - Technical Bid & Commercial Bid**) from the eligible publishers / distributors / book sellers for supply of books for MPSC (State Services)

Examination to MAHAJYOTI, Nagpur.

Reputed publishers / distributors / book sellers can submit their **Technical Bid & Commercial Bid** online on website <https://mahatenders.gov.in>

2. Bid Process

- a. The Bid documents are available on website <https://mahatenders.gov.in>. The interested bidder will have to access the website <https://mahatenders.gov.in> and get themselves registered so as to enable them to participate in the e-Tendering process before due date.
- b. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - III) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids.
- c. The Tender fee and the EMD is required to be deposited online through Net Banking.
- d. The Bidder has to submit a bid (all the document as required as per tender document) by on-line submission only **in two envelope systems**, one containing **Technical Bid** and other the **Commercial Bid**.
- e. Bidders are requested to upload the complete Technical and Financial bid well in advance so as to avoid issues like slow speed, choking of web site due to heavy load, server not working or any other unforeseen problems.
- f. Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.
- g. MAHAJYOTI is not responsible for any cost incurred by bidders in preparation and submission of Bid. MAHAJYOTI is not bound to furnish any answers and explanation to bidders and all the terms and conditions mentioned in the tender application are binding on Bidders.
- h. Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after careful study and examination of the tender document with full understanding to its implications. Bidders are also expected to visit MAHAJYOTI, Nagpur in Pre-Bid meeting to understand the requirements or for any clarification they require to participate in the bidding process. Bid is to be submitted as per the format enclosed in this tender document.
- i. In case of any technical difficulties’ bidders should contact the help line number 0120-4001002, 01204001005, 01206277787 given on <https://mahatenders.gov.in>

3. Tender Fee (Non-Refundable)

The bidders are requested to deposit the Tender fee of **Rs. 10,000/-** online using internet banking, through an online payment gateway available at the e-tendering portal. Proof of the payment of Tender Fee should be attached with the Technical Bid. Realization of NEFT / RTGS payment takes 2 to 24 hours, so it is advised to make sure that NEFT / RTGS payment activity should be completed well before time. The tender fee shall be non-refundable.

4. Payment through online mode only: Bidder should note that the payment of Tender fee and EMD has to be made only by online mode using internet banking, through an online payment gateway available at the e-tendering portal. Payment by cheque, DD, etc. is not accepted

5. Earnest Money Deposit

- a) The Earnest Money Deposit (EMD) of **Rs 2,00,000/-** is required to be deposited online using internet banking, through an online payment gateway available at the e-tendering portal.
- b) Realization of NEFT / RTGS payment takes 2 to 24 hours, so it is advised to make sure that NEFT / RTGS payment activity should be completed well before time.
- c) Proof of the payment of EMD should be attached with the Technical Bid.
- d) Bids submitted without adequate EMD will be liable for rejection.
- e) No interest will be payable to the bidder on the amount of the EMD.
- f) The EMD of unsuccessful bidders will be refunded after completion of Bid process.
- g) EMD of Successful bidder will be returned after complete supply of books as per work order.
- h) EMD shall be non-transferable.
- i) **The EMD may be forfeited:**

The EMD shall be forfeited by MAHAJYOTI without prejudice to any other right or remedy that may be available to the bidder hereunder or otherwise, under the below-mentioned conditions. In such an event, the decision of the Managing Director, MAHAJYOTI, regarding forfeiture of the EMD shall be final and binding upon bidders.

- i.** If a Bidder withdraws his bid or revises/ increases his quoted prices during the period of bid validity or its extended period, if any.
- ii.** If successful bidder fails to sign the Contract within time specified by MAHAJYOTI
- iii.** If during the bid process, any information provided by bidder is found to be false/fraudulent/mala fide, then MAHAJYOTI shall reject the bid and, if necessary, forfeit the EMD.
- iv.** If during the bid process, a bidder indulges in deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- v.** If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. Transfer of Bid

The Bid / EOI Document are not transferable. The bidder who purchases the Bid document and submits the Bid shall be the same.

7. Consortium and Joint Ventures

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

8. Preparation of Proposal and Completeness of Response

a) Bidders are advised to study all instructions, forms, terms & conditions, guidelines, requirements and other information in the Bid documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications.

b) The response to this 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.

c) The Proposal shall be signed by the Agency or duly authorized person(s) to bind the Agency to the Work Order. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.

d) No Agency is allowed to modify, substitute, or withdraw the Proposal after its submission.

9. Place of opening of EOI

The EOI will be opened online in the Office of **Mahatma Jyotiba Phule Research & Training Institute (MAHAJYOTI)**, Dr. Babasaheb Ambedkar Samajik Nyay Bhavan, MA/15/1, S Ambazari Rd, Vasant Nagar, Nagpur, Maharashtra 440020 on the scheduled dates.

10. Bid Preparation Costs

The bidder shall bear all costs associated with the preparation and submission of its bid. MAHAJYOTI shall in no event or circumstance be held responsible or liable for any cost incurred by the bidder regardless of the conduct or outcome of the bidding process. Submission of a bid does not entitle the bidder to claim any cost and rights over MAHAJYOTI and MAHAJYOTI shall be at liberty to cancel or modify any or all bids without giving any reason thereof.

11. Amendment of EOI Document

a) If MAHAJYOTI 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 to this EOI. Any such corrigendum/addendum/notice shall be deemed to be incorporated by this reference into this EOI document.

b) All the amendments made in the document would be published on the website of **<https://mahatenders.gov.in>**.

c) The bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this EOI document. MAHAJYOTI also reserves the rights to amend the dates mentioned in this EOI for successful bid process.

d) In the event of any amendment, MAHAJYOTI reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time to take the amendment into account while preparing their bids.

12. Bid Validity

The offer/proposals submitted by the Bidders shall be valid for minimum period of 180 days from the date of submission of Bid. On completion of the validity period, unless the Bidder withdraws his bid in writing, bid validity shall be deemed to be extended until such time that the contract is awarded to successful Bidder or bidder formally (in writing) withdraws his bid.

13. Modification & Withdrawal of Bids

No bid can be modified by the Bidder, after the closing date and time for submission of bids. If date of submission is extended due to some reasons, modification in bids is possible till extended period provided bid has not been opened.

Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD will stand forfeited.

14. Pre- Bid Meeting

a. Pre- Bid meeting is open to all prospective bidders.

b. Prospective bidder should attend the pre bid meeting with the copy of original books they are willing to supply as per the list of books mentioned in the tender document and understand the requirement of MAHAJYOTI regarding the additional pages (Around 20 pages) having the various schemes, messages of Mahajyoti, to be formed as the integral part of the each book. The soft / digital copy of the additional pages (Around 20 pages) having the various schemes, messages of Mahajyoti will be provided by MAHAJYOTI.

b. The agencies who have purchased tender document **and** have any query regarding the scope of work or terms and condition of this work, they are free to submit their queries if any, only via email and in the format prescribed in Annexure- VII: Pre-Bid Queries Format to **MAHAJYOTIngp@gmail.com**.

c. All the queries must reach MAHAJYOTI at least two days before the date of pre-bid meeting.

d. MAHAJYOTI will not respond to the queries sent in any other format than prescribed as per Annexure- VII or queries sent after the stipulated date. Only the queries received by MAHAJYOTI in prescribed format via email only, 2 days before the pre bid meeting will be discussed during the pre-bid meeting. No other queries will be entertained during the pre-bid meeting. **No telephonic queries will be entertained.**

e. after considering the queries submitted by prospective bidders, MAHAJYOTI may or may not change the tender document / amend the tender document.

f. If there is any changes or amendments in tender document, it will be published online on mahatenders.gov.in and shall be treated as inherent part of the tender requirement.

g. The Pre- Bid meeting will be held on scheduled date in the Office of Mahatma Jyotiba Phule Research & Training Institute (MAHAJYOTI), Dr. Babasaheb Ambedkar Samajik Nyay Bhavan, MA/15/1, S Ambazari Rd, Vasant Nagar, Nagpur, Maharashtra 440020.

15. MAHAJYOTI's right to Clarifications & Amendments of Tender Document / termination of the tender process During the process of submission or evaluation of Proposals:

a) Managing Director, MAHAJYOTI, may, at its discretion, ask any Agency for clarifications about its proposal. The Agency is required to respond within the prescribed time frame.

b) Managing Director, MAHAJYOTI, may for any reason, modify the Tender Document from time to time. The amendment(s) to the Tender Document would be clearly spelt out and the Agency may be asked to amend its proposal due to such amendments.

c) Managing Director, MAHAJYOTI may terminate the Tender process at any time and without assigning any reason. MAHAJYOTI shall not be held responsible for any cost incurred by the bidder in bid preparation. MAHAJYOTI reserves the right to amend/edit/add delete any clause of this Tender Document. However, this will be informed to all and will become part of the bid.

16. Language of Bids

This bid / proposal and all associated correspondence should be submitted in English language only and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.

If any supporting documents submitted are originally in Marathi or Hindi language than that will be accepted as it is.

17. 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.

18. Submission of Bids

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

A. Technical Bid (Proposal). Including relevant credentials and supporting documents

B. Commercial Bid (Proposal).

19. Technical Bid

The **Technical Bid** should be complete in all respect and contain all information and documents asked for, except prices. It must not contain any price information.

During the activity of Bid Preparation, the bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of bid and other Annexures enclosed with the tender, should be completed within the prescribed date for bid submission.

After Bid Preparation, the Bidder is required to complete bid submission activity within pre-scribed schedule without which the tender will not be submitted.

The list of documents to be uploaded as part of Technical bid can be found at below table, table of Technical evaluation criteria and all Annexure .

Technical Bid should be clearly super scribed as “**Technical Bid for Providing Books to MAHAJYOTI**”

Minimum Eligibility / Pre-qualification Requirements of the bidding agency is as under:

Sr. No.	Minimum Eligibility / Pre-qualification Requirements	Mandatory Documents to be submitted
1	<p>The Bidder Agency should be registered as a Company or Partnership Firm under the Companies Act 1956/ 2013 or the Partnership Act 1932 or Sole proprietorship registered under shop and establishment Act from at least 3 years as on release of this tender.</p> <p>Note: The Bidder Agency should be in business of Publication/ Distribution / Supply / Sale of educational books from at least 3 years as on release of this tender.</p>	<p>Certificate of Incorporation/ Registration and Certificate of commencement of Business, Partnership Deed in case of Partnership Firm. Shop act registration in case of sole proprietorship.</p>
2	<p>The Bidder Agency should have minimum average annual financial turnover of Rs 2 Crore from last 3 financial years (2018-19, 2019-20, 2020-21) specifically from supply of Books.</p>	<ol style="list-style-type: none">1. Copy of the Audited Balance Sheet and Profit & Loss Statement of the company for last 3 Years (2018-19, 2019-20, 2020-21), duly certified by statutory auditor/chartered accountant2. Income Tax Return for last 3 financial year (2018-19, 2019-20, 2020-21)3. CA Certificate clearly citing the annual financial turnover

		from supply of books in last 3 financial years (2018-19, 2019-20, 2020-21)
3	The Bidder Agency should have positive net worth as on 31 st March 2021	CA certificate specifying the net worth of the company as on 31 st March 2021
4	The Bidder Agency should have PAN Card, GST registration	Copy of PAN card, GST registration certificate
5	The Bidder agency should not have been blacklisted/ banned by any Government organization/ Department/ autonomous Institute of Maharashtra Government and or Central Government as on date of submission of the Bid.	Self-declaration for not black listed by any Government agency / Department / Autonomous Institute of any state Government and Central Government as on the date of submission of Bid. (Annexure- IV)
6	Partners/Director of the bidder agency should not be having any criminal case against them.	Self-declaration for not having criminal case against any Governing member / Partner/Director (Annexure- V).

Note: The Commercial Bid will be opened only after the opening and scrutiny of the Technical Bid. The Commercial Bids of only those Bidders will be opened whose Technical Bids are qualified

20. Commercial Bid:

The Commercial Bid will contain only the Commercial Bid and must be clearly super scribed as “Commercial Bid for Providing Books to MAHAJYOTI.

21. 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 Bid /EOI or not submitted in accordance with the procedure and formats prescribed in this document.
- During validity of the Bid, or its extended period, if any, the Bidder increases his quoted price.
- Incomplete Bid or failure to furnish all information required as per tender document and failure to furnish proofs for information provided.

- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.
- Bids submitted without or with improper EMD or Tender Fee
- Bids without signature of person (s) duly authorized on require pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Technical Bid containing commercial details or revelation of prices in any form or by any reason before opening the commercial Bid.
- Commercial Bids that do not conform to the Tender's Commercial Bid format (Annexure- II) or BOQ.
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Agreements of this tender.
- If the bid does not conform to the timelines indicated in the bid.
- If the purchaser of the bid (i.e., who pay Tender Fee and EMD) and submitter of the bid is different. Transfer of Bid document is not allowed.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- Bidder fails to enter into a Contract within 10 Days of the date of intimation of award of contract or within such extended period, as may be specified by the MAHAJYOTI.
- While evaluating the Proposals, if it comes to the MAHAJYOTI 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 MAHAJYOTI.
- Bids received through Telex/ Telegraphic/ Fax/ E-Mail except wherever required
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder
- Bidders not complying with the Terms and conditions as stated in the Tender Documents
- Bidder shall not have conflict of interest, the Agency found to have a conflict interest in this tender process shall be disqualified. Agency shall be considered to have conflict of interest if
 - i) Submit more than one tender for this work.
 - ii) If bidder in two different tenders have controlling shareholders in common.

22. Rights of MAHAJYOTI

MAHAJYOTI may terminate this bidding process at any time without assigning any reason and upon such termination, MAHAJYOTI shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

Further, MAHAJYOTI reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/EOI and information for the same would be published on the e-Tendering portal.

The decision of MAHAJYOTI in selecting the agency who qualifies through this bidding process shall be final and shall be binding on all Bidders.

Agency shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agency.

The requirement of books by MAHAJYOTI is only indicative and may further increase or decrease depending upon requirements of MAHAJYOTI

23. Opening of Bid

a) **Envelope No. 1** containing the **Technical Bid (Technical Proposal)** shall be opened online on the e-Tendering system in the head office of MAHAJYOTI, Nagpur in the presence of the bidder/ representatives of bidder who choose to attend the opening of bids.

b) **Envelope No. 2** containing **Commercial Bid (Commercial Proposal)** of the bidders, who have been qualified in the Technical Bid, shall only be opened online on the e-Tendering system, in the head office of MAHAJYOTI, Nagpur in the presence of the bidder/ representatives of bidder who choose to attend.

c) Tenders will be opened on or after scheduled time specified in the tender notice in presence of the bidder who may choose to be present.

d) Tenders will be opened by Tender Committee / Bid Evaluation Committee formed by Managing Director, MAHAJYOTI.

e) Initially the payment of Tender Fee and EMD will be verified, if it is correctly paid then only the opening of technical bid will be done and evaluation of technical bid will be carried out.

f) Commercial Bid will be opened only after the opening and scrutiny of the Technical Bid. The Commercial Bids of only those Bidders will be opened who fulfils the qualifying criteria and qualifies in Technical Bid Evaluation

24. Evaluation of Technical and Commercial Bid:

Bid Evaluation Committee formed by Managing Director, MAHAJYOTI will evaluate the Technical and Commercial Bid and submit its recommendation to Managing Director, MAHAJYOTI.

Bidders qualified as per the **Minimum Eligibility / Pre-qualification Requirements** Criteria shall be eligible for technical evaluation.

Decision of the Managing Director, MAHAJYOTI, would be final and binding upon all the Bidders.

A. Evaluation of Technical Bid (Proposal)

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

- i. The Bidder's Technical Bid will be evaluated as per the requirements and eligibility criteria as mentioned in this Bid document. The Bidders are required to submit all required documentation in support of the eligibility criteria.
- ii. At any time during the Bid evaluation process, the Bid Evaluation Committee may seek written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- iii. Managing Director, MAHAJYOTI may, at its discretion, call for additional information from the Agency/Bidder. Such information has to be supplied within the set out time-frame, otherwise the Bid Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the agency/ bidder and the Proposal is liable to be rejected. Seeking additional information or clarifications cannot be treated as acceptance of the proposal.
- iv. For verification of information submitted by the agency, the Bid Evaluation Committee may visit agency's/ bidders' offices at its own cost. The agency shall provide all the necessary documents, samples and reference information as desired by the Committee. The Agency shall also assist the Committee in getting relevant information from the Agency references, if desired.
- v. 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.
- vi. The MAHAJYOTI, may at its sole discretion, waive any minor informality or nonconformity or irregularity in a Bid Document, which does not constitute a material deviation.
- vii. The Commercial Bid will be opened only after the opening and scrutiny of the Technical Bid. The Commercial Bids of only those Bidders will be opened whose Technical Bids are qualified. I.e., Only technically qualified Proposals / Bids shall be considered for Financial bid Opening.
- viii. The Technical Evaluation shall be based on the minimum eligibility criteria as mentioned in the tender document and the sample books submitted by the bidder as per the requirement of MAHAJYOTI.

Technical Evaluation Criteria:

Sr. No.	Criteria	Supporting Document	Description	Maximum Marks
1.	<p>The number of years of experience Bidder Agency is having in supply of Books.</p> <p>Note: The Bidder Agency should be in business of Publication/ Distribution / Supply / Sale of educational books from at least 3 years as on release of this tender</p>	<p>a. Certificate of Incorporation/ Registration and Certificate of commencement of Business or the date of Partnership deed in case of partnership firm, Shop act license in case of Sole Proprietorship</p> <p>Note: Experience before the date of Certificate of Incorporation/ Registration and Certificate of commencement of Business or the date of Partnership deed in case of partnership firm or date of shop act registration in case of Sole Proprietorship will not be taken into consideration</p>	<p>a. Agency is in operation and supplying educational books from at least last 3 years – 5 Marks</p> <p>b. Agency is in operation and supplying educational books from at least last 5 years – 10 Marks</p> <p>Note: Minimum 3 years of experience in Publication/ Distribution / Supply / Sale of educational books is required from date of Certificate of Incorporation/ Registration and Certificate of commencement of Business in case of Company and the date of Partnership deed in case of partnership firm or Date of shop Act registration in case of Sole Proprietorship</p>	10
2.	Financial Turnover of the bidder Agency from supply of books	<p>1. Copy of the Audited Balance Sheet and Profit & Loss Statement of the company for last 3 Financial Years (2018-19, 2019-20, 2020-21) duly certified by statutory auditor/chartered accountant</p> <p>2. Income Tax Return for last 3 financial year (2018-19, 2019-20, 2020-21)</p> <p>3. CA Certificate clearly citing the annual financial turnover from supply of educational books in last 3 financial years (2018-19, 2019-20, 2020-21)</p>	<p>a. Average Financial Turnover of the bidder agency is at-least Rs 2 Crores from supply of educational books in last 3 Financial years – 5 Marks</p> <p>b. Average Financial Turnover of the bidder agency is at-least Rs 5 Crores from supply of educational books in last 3 Financial years – 10 Marks</p>	10
3	Quality of Books	Sample books (After adding the additional 20 pages	Evaluation of quality of Sample books as per requirement of MAHAJYOTI by	40

	(Approx) provided as per requirement of Mahajyoti	the Bid Evaluation Committee of MAHAJYOTI	
Total			60

The minimum qualifying marks required in technical criteria is 45 Marks (i.e., 75 %). The bidders who score minimum 45 Marks and satisfy all the Minimum Eligibility / Pre-qualification Requirements will be considered for Commercial Bid evaluation. The bidders who do not score minimum qualifying marks of 75 % or do not satisfy all or any of the Minimum Eligibility / Pre-qualification Requirements , their bids shall be rejected and will not be considered for Commercial Bid evaluation.

B. Evaluation of Commercial Bid

Bid Evaluation Committee formed by Managing Director, MAHAJYOTI will evaluate the Commercial Bid of the bidders who score minimum 45 Marks (i.e., 75 %) in Technical Bid as stated above, and submit its recommendation to Managing Director, MAHAJYOTI.

Bid Evaluation committee will determine whether the commercial bids are complete, i.e., whether the bidder has included all components as per the tender document.

Bidder should quote the total price of books including of the cost of additional pages (around 20 pages- digital copy will be provided by MAHAJYOTI). MAHAJYOTI will not pay any additional charges for the additional pages.

In case of any discrepancy between the prices quoted in words and in figures, higher of the two shall be considered. For any other calculation / summation error etc the bid may be rejected. Decision of the Managing Director, MAHAJYOTI would be final and binding upon all the Bidders.

In the event of two or more bidders securing exactly the same commercial quote, then then the MAHAJYOTI reserves the right to:

- a. Declare that bidder as L1 whose technical score is highest, among the bidders who have secured exactly the same commercial quote or
- b. Adopt any other method as decided by MAHAJYOTI

The decision of MAHAJYOTI shall be final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

25. Award of contract

- a) Bid Evaluation Committee formed by Managing Director, MAHAJYOTI will evaluate the Commercial Bid and Technical Bid as stated above, and submit its recommendation to Managing Director, MAHAJYOTI.
- b) The Bid Evaluation Committee may invite the selected agency for negotiations, if considered necessary.
- c) MAHAJYOTI may select one or more eligible bidder or cancel all the bid/s or any of the bid/s on the

basis of their composite score and recommendation of the Bid Evaluation Committee.

e) Decision of the Managing Director, MAHAJYOTI would be final and binding upon all the Bidders.

f) MAHAJYOTI will notify the acceptance of bids by issuing letter of award of work to the successful bidder.

26. Signing of Contract

Once MAHAJYOTI notifies the successful bidder that it's bid / proposal has been accepted, MAHAJYOTI shall send the bidder the draft Contract (MOU), incorporating the terms and conditions specified in the tender document and its amendments and any special conditions agreed during negotiations between the MAHAJYOTI and the successful bidder.

If the selected agency has any objection in the terms and conditions of the MOU, the selected agency should report to the MAHAJYOTI, within 3 working days from the date of issue of draft MOU by MAHAJYOTI to the selected agency, otherwise it will be assumed that the selected agency has accepted the terms and conditions specified in MOU.

Within 5 working days of receipt of the draft Contract (MOU), the successful bidder shall sign the contract and return it to MAHAJYOTI.

The rates specified in the MOU will be valid from the date of the issue of Work Order till the completion of the work. No representation in this regard will be entertained.

MAHAJYOTI may forfeit the Earnest Money Deposit (EMD) and cancel the Bid, in case the successful bidder is unable to execute contract within 10 days of the date of issue of Letter of award of contract / MOU or within such extended period, as may be decided by the MAHAJYOTI.

Section- 6: General Terms and Conditions

Agency should read these Terms and Conditions carefully and comply strictly while submitting the Proposals/Bid/Expression of Interest

1. Conditional Bid (EOI Proposals) are liable for rejection.
2. Intending bidders can have detailed information in pre bid meeting from the office of MAHAJYOTI, Nagpur. Pre- Bid meeting is open to all prospective bidders.
3. The agencies who have purchased tender document and have any query regarding the scope of work or terms and condition of this work, they are free to submit their queries if any, only via email and in the format prescribed in **Annexure - VII: Pre-Bid Queries Format to MAHAJYOTIngp@gmail.com**.
4. All the queries must reach MAHAJYOTI at least two days before the date of pre-bid meeting.
5. MAHAJYOTI will not respond to the queries sent in any other format than prescribed in Annexure - VIII: Pre-Bid Queries Format or queries sent after the stipulated date. Only the queries received by MAHAJYOTI

in prescribed format via email 2 days before the pre bid meeting will be discussed during the pre-bid meeting. No other queries will be entertained during the pre-bid meeting. **No telephonic queries will be entertained.**

6. after considering the queries submitted by prospective bidders, MAHAJYOTI may or may not change the tender document / amend the tender document.

7. If there is any changes or amendments in tender document, it will be published online on mahatenders.gov.in and shall be treated as inherent part of the tender requirement.

8. The Pre- Bid meeting will be held on scheduled date in the Office of Mahatma Jyotiba Phule Research & Training Institute (MAHAJYOTI), Dr. Babasaheb Ambedkar Samajik Nyay Bhavan, MA/15/1, S Ambazari Rd, Vasant Nagar, Nagpur, Maharashtra 440020.

9. Agency shall not assign or sublet the Work Order or any part thereof to any other agency, nor can the agency have arrangement with other company for bidding purpose. Joint venture is not permitted. If the agency are found to have sublet the contract, the contract will be terminated at the risk and cost of the agency concerned.

10. Validity of Proposal

The following will be considered for the validity of the proposals deemed submitted:

- a. Proposals shall remain valid for a period of 180 days from the date of opening of Proposal.
- b. MAHAJYOTI reserves the right to reject a proposal valid for a shorter period as non-responsive.
- c. In exceptional circumstances MAHAJYOTI may solicit the Agency's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

11. Rates / charges quoted will be valid up to 180 days from the submission of the bid.

12. Rate / charges shall be written both in words and figures. There should not be errors and /or over- writings and corrections, if any, should be made clearly and initialed with dates. The rates quoted in words will be considered in case of difference in the rates quoted in words and figures.

13. Direct or indirect canvassing on the part of the agency or his representative will lead to disqualification.

14. If an Agency imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the Managing Director, MAHAJYOTI.

15. The Bid Evaluation Committee formed by Managing Director, MAHAJYOTI will shortlist the agency and will recommend to the Managing Director, MAHAJYOTI for selection of agency to supply books as per the requirement of MAHAJYOTI.

16. The Bid Evaluation Committee constituted by Managing Director, MAHAJYOTI, reserves the right to reject any or all bids without assigning any reason and accept bid for all or anyone.

17. Agency's Obligations

a) AGENCY's obligations shall include all the activities as specified by MAHAJYOTI, Nagpur in the Scope of Work and other sections of the tender document, Work order, MOU, etc or changes thereof to enable MAHAJYOTI, to meet the objectives.

b) Agency should attend the pre bid meeting with the copy of original books they are willing to supply as per the list of books mentioned in the tender document and understand the requirement of MAHAJYOTI regarding the additional pages (around 20 pages) having the various schemes, messages of Mahajyoti, to be formed as the integral part of the each book. The soft / digital copy of the additional pages (around 20 pages) having the various schemes, messages of MAHAJYOTI will be provided by MAHAJYOTI.

c) Agency should get the sample book certified by MAHAJYOTI before and after adding the additional pages (around 20 pages) having the various schemes, messages of MAHAJYOTI, to be formed as the integral part of the each book.

d) Agency should bear all expenses of delivering the books as per work order to the office of MAHAJYOTI, Nagpur or at any other place as specified by MAHAJYOTI in work order.

e) The time for and the date of delivery of the Books as notified in the work order shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified by MAHAJYOTI.

f) AGENCY shall be contactable at all times and should respond to the message sent by phone/e-mail from MAHAJYOTI office and shall acknowledge immediately on receipt on the same day.

g) AGENCY shall fulfil any other obligations as mentioned in the RFP document.

h) AGENCY shall comply with all applicable laws and rules of Government of India and/or Government of Maharashtra

i) No advance payment shall be made to agency by MAHAJYOTI.

j) **Inspection of Books:** Books supplied shall be accepted/work shall be certified as completed subject to inspection by officials of MAHAJYOTI. Any defect found in the books supplied will render the Books / supplied rejected and decision of the Managing Director, MAHAJYOTI shall be final and legally binding. The rejected books shall be returned to the suppliers and it is supplier responsibility to collect the rejected books from the office of MAHAJYOTI at its own cost.

k) Supplier shall not sublet, transfer or assign the contract to any other party.

l) The rate quoted by the bidder should be Exclusive of all prevalent taxes.

m) All payments to the selected agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, and GST Act if applicable

n) MAHAJYOTI shall deduct penalty as applicable from the payment to be paid to the selected agency.

18. MAHAJYOTI's Obligations

a) MAHAJYOTI's representative shall interface with AGENCY to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the agreement.

b) MAHAJYOTI shall provide the soft / digital copy of the additional pages (around 20 pages) having the various schemes, messages of MAHAJYOTI to be added in the books and to be formed as integral part of each book specified in the work order.

c) MAHAJYOTI shall provide on AGENCY's request, particulars/information/or documents that may be required by AGENCY for providing services covered under this agreement.

d) MAHAJYOTI shall ensure that the payment to agency shall be released on time as per the stipulated payment terms mentioned in this agreement.

19. Service Level Agreement

a) AGENCY should supply the required quantity of each book as per work order within the date and time specified in the work order or the extended date and time as may be intimated by MAHAJYOTI.

b) If the agency fails to supply the required quantity of books within the specified date and time in the work order and delay the supply beyond 7 days from the date specified in the work order, 1% of the value of work order shall be deducted per day of delay in supply of book to MAHAJYOY. This amount shall be recovered from the payment of total bill of Agency.

20. Fraud & Corrupt Practice

It is required that the agency submitting proposal and Agency selected through this tender process must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

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 MAHAJYOTI 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 MAHAJYOTI 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.

MAHAJYOTI will reject a proposal even after the award, if it is found that the Agency is engaged in corrupt, fraudulent, unfair or coercive practices.

21. 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 MAHAJYOTI with such penalties as specified in the Bidding document and the Agreement.

22. Confidentiality of the Document

a) This Tender Document is confidential and the MAHAJYOTI shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

b) Agency agrees that MAHAJYOTI, during the term of agreement, may make available sensitive data which may be highly confidential pertaining to MAHAJYOTI, operations, government policy & guidelines etc. (hereinafter referred to as "Confidential Information") Hence MAHAJYOTI requires AGENCY to demonstrate utmost care, sensitivity and strict confidentiality. Disclosure or usage of such data by any unauthorized recipient may cause considerable damage to MAHAJYOTI, Nagpur.

c) AGENCY hereby agrees to maintain strict privacy and confidentiality of information so provided under this agreement by MAHAJYOTI.

d) AGENCY, shall not copy the confidential Information or allow it to be copied or disclose, transfer, publish or communicate the confidential information in any manner to any person directly or indirectly in whole or in part, without MAHAJYOTI prior written consent except as otherwise expressly provided in this Agreement or as required in connection with AGENCY's use as permitted by MAHAJYOTI, Nagpur.

e) AGENCY shall make adequate provisions so as not to allow unrestricted access to such confidential information to people who may not have necessary permissions. AGENCY or any of its resource shall not sell or part with such data in any form.

f) AGENCY, further agree to take such steps necessary to protect MAHAJYOTI confidential information from

unauthorized use, reproduction and disclosure as AGENCY's may take in relation to its own confidential information of the same type, but in no event less than reasonable care; and to use such confidential information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by MAHAJYOTI, Nagpur in writing.

g) In case of any breach of this confidentiality clause by AGENCY may occur then, heavy penalty or termination of the agreement or both shall be imposed along with prosecution by MAHAJYOTI. The amount of the penalty will be decided by MAHAJYOTI, based upon severity of the default.

h) This confidentiality clause does not apply to any information/data which is publicly known or becomes publicly known other than by breach of this Agreement or any other obligation of confidentiality by AGENCY

23. Termination of Contract and withholding of payment:

a. If the selected agency fails to perform as per the terms and conditions of this tender document and or as per the agreement between MAHAJYOTI and the selected agency, The Managing Director, MAHAJYOTI by giving a written notice to the agency, may withheld payments to Agency, provided that the notice shall specify the nature of failure and request the Agency to remedy such failure within 7 working days.

b. Managing Director, MAHAJYOTI may give a notice in writing to the Agency by not less than 7 days to terminate contract of the Agency. The Agency will have right to represent for withdrawal of notice to the Managing Director, MAHAJYOTI.

Notice of Termination by MAHAJYOTI, may be served for one or more of the following reasons or any other reason as the Managing director, MAHAJYOTI may think fit.

i. The Agency fails to remedy a bad performance within the period specified in the notice of suspension / termination or the period as may be extended.

ii. The Agency becomes insolvent or bankrupt or goes into liquidation whether compulsory or voluntary.

iii. As a result of 'Force Majeure', the Agency is unable to perform its his obligations under this contract for 30 days or more.

c. Payment on Termination: On termination of the contract MAHAJYOTI shall pay the dues for which the agency is lawfully entitled and shall release the EMD/ Security Deposit / post recovery of any penalties due.

24. Dispute Resolution Through Arbitration:

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 District Courts of Nagpur.

Any dispute which arises out of this contract shall as far as possible we resolved mutually. If it cannot be resolved mutually, the Managing Director, MAHAJYOTI may appoint an Arbitrator and his decision shall be final. The Parties hereto shall endeavor to settle such dispute either amicably through mutual consultation or may approach the Court of Law as a last resort.

25. Force Majeure:

If, at anytime, 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, strikes, lock-outs 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 10 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 non performance or delay in performance; and deliveries / 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 MAHAJYOTI 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 30 days, either party may at its option terminate the agreement. The successful bidder shall not be liable for forfeiture of its Performance Security Deposit, 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 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.

If a Force Majeure situation arises, the successful Bidder shall promptly notify MAHAJYOTI in writing of such condition and the cause thereof. Unless otherwise directed by MAHAJYOTI 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.

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Annexure – I
TECHNICAL BID (PROPOSAL)

[Agency is required to submit the Technical Bid as given under on their letter head, duly stamped and signed by authorized person]

To,
The Managing Director,
Mahatma Jyotiba Phule Research & Training Institute,
Nagpur.

Subject: Technical Bid for supply of books for MPSC (Sate Services) to MAHAJYOTI, Nagpur.

Reference: Tender No. Dated

Respected Sir,

I / We hereby offer to submit the Technical Bid for supply of books for MPSC (Sate Services) to MAHAJYOTI, Nagpur

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

I / We submit the Technical Bid (Proposal) as under:

1.	Name and address and contact details of the head office of the Agency Note:- Certificate of Incorporation / Registration in case of company, Partnership Deed in case of partnership firm, Shop act registration in case of sole proprietorship, Rent / Lease agreement should be submitted along with Technical Bid	
2.	Address and contact details of branch office of the Agency. Note:- Rent / Lease agreement should be submitted along with Technical Bid	

3.	Name of Managing Director / CEO/ Chairperson / President/ Partner/ Director	
4.	Contact Person's Name and Designation	
	Email Id:	
	Contact No.	
5.	Date of Establishment or incorporation of Agency as per Documents of establishment/ certificate of incorporation / Partnership deed, shop act registration of the organization Note:- Certificate of Incorporation / Registration, Partnership deed, Shop act registration should be submitted along with Technical Bid	
6.	Date of Commencement of Business as per certificate of commencement of business or any other relevant document if applicable. Note:- Certificate of commencement of business, Partnership deed, shop Act registration or any other relevant document as applicable should be submitted along with Technical Bid	
7.	a) Whether the Agency is registered under relevant Act. Such as Company Act, Partnership Act (Yes/No)	
	b) If Yes, under which act. Agency is registered (Legal status) (Company Act or Partnership Act)	
	c) Specify, whether the Agency is a Public Limited Company, Private Limited Company, Partnership firm or Sole Proprietorship.	
	d) Registration Number/ CIN Number	
	e) Date of Registration	
	f) Date of Expiry if any	
8.	a) Whether GST payee (Yes / No).	
	b) If Yes, Mention GST number	

	Note: Submit GST Registration Certificate along with Technical Bid.			
9.	a) Whether Income tax payee (Yes / No).			
	b) Mention Permanent Account Number (PAN) of the organization or as applicable. Note: Submit Copy of PAN card along with Technical Bid.			
10.	Total financial turnover from supply of educational books for the last 3 financial years as per income tax return and financial statement. Note:- The Bidder Agency should have minimum average annual financial turnover of Rs 2 Crore from last 3 financial years (2018-19, 2019-20, 2020-21) specifically from supply of educational books	2018-19	2019-20	2020-21
11.	Net worth of the Agency as on 31 march 2021. The Bidder Agency should have positive net worth as on 31 st March 2021	CA certificate specifying the net worth of the company as on 31 st March 2021		
12.	Total years of experience of the Agency in supply of educational books Note: Minimum 3 years of experience is required from date of Certificate of Incorporation/ Registration and Certificate of commencement of Business in case of Company and the date of Partnership deed in case of partnership firm, Date of shop Act registration in case of Sole Proprietorship. Period before the date of registration of the agency will not be considered			

13	<p>Self-declaration for not black listed by any Government agency / Department / Autonomous Institute of any state Government and Central Government as on the date of submission of Bid. (Annexure- IV)</p> <p>Above self-declaration is submitted along with Technical Bid- Yes / No</p>
14	<p>Self-declaration for not having criminal case against any Governing member / Partner/Director as on the date of submission of Bid. (Annexure- V)</p> <p>Above self-declaration is submitted along with Technical Bid- Yes / No</p>
15	<p>Any other details:</p>

Yours faithfully,

Signature of Authorized Representative

Designation

Date

Annexure – II

COMMERCIAL BID (PROPOSAL)

[Agency is required to submit the Commercial Bid as given under, on their letter head, duly stamped and signed by authorized person]

To,
The Managing Director,
Mahatma Jyotiba Phule Research & Training Institute,
Nagpur.

Subject: Commercial Bid for supply of books for MPSC (Sate Services) to MAHAJYOTI, Nagpur
Reference: Tender No. Dated

Respected Sir,

I / We hereby offer to submit the Commercial Bid for supply of books for MPSC (Sate Services) to MAHAJYOTI, Nagpur

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

The Bidder has to quote in the BOQ Excel sheet available online with this RFP. Details to be filled up for price bid are as follows:

Sr. No	Subject	Name of Book	Author	Publication	Latest Edition Month and Year	MRP	Discount	Offered price after discount (Rs)
1	मराठी	सुगम मराठी व्याकरण व लेखन	मो. रा. वाळंबे	नितीन प्रकाशन				
2	मराठी	सुगम मराठी व्याकरण व लेखन शब्दरत्न	मो. रा. वाळंबे	नितीन प्रकाशन				
3	इंग्रजी	स्पर्धा परिक्षा इंग्रजी व्याकरण	डॉ. उमेश प्रधान	नितीन प्रकाशन				
4	इतिहास	आधुनिक महाराष्ट्राचा इतिहास	डॉ. अनिल कठारे	कल्पना प्रकाशन				
5	इतिहास	महाराष्ट्राचा समग्र इतिहास	डॉ. अनिल कठारे	कल्पना प्रकाशन				

6	इतिहास	महाराष्ट्रातील समाजसुधारक	डा. आनंद कठारे	कल्पना प्रकाशन				
7	भुगोल	जगाचा भुगोल	दिलीप पवार , दिपक बाविस्कर	दिपस्तंभ				
8	भुगोल	महाराष्ट्राचा भूगोल	दिलीप पवार , दिपक बाविस्कर	दिपस्तंभ				
9	भुगोल	भारताचा भूगोल	दिलीप पवार , दिपक बाविस्कर	दिपस्तंभ				
10	विज्ञान	सायन्स : ऑल - इन - वन	डा. मोनाली संदिपकुमार सांळुखे	दिपस्तंभ				
11	विज्ञान	विज्ञान आणि तंत्रज्ञान	रंजन कोळंबे	भागीरथ प्रकाशन				
12	राज्यशास्त्र	भारताची राज्यघटना आणि प्रशासन	रंजन कोळंबे	भागीरथ प्रकाशन				
13	पर्यावरण	पर्यावरण आणि परिस्थितीकी	रंजन कोळंबे	भागीरथ प्रकाशन				
14	पंचायतराज	पंचायतराज	सचिन शेंडे	भागीरथ प्रकाशन				
15	कृषी	कृषीशास्त्र आणि कृषीविकास	रंजन कोळंबे	भागीरथ प्रकाशन				
16	HRD	मानव संसाधन विकास आणि मानवाधिकार	रंजन कोळंबे	भागीरथ प्रकाशन				
17	अर्थशास्त्र	स्पर्धा परीक्षा अर्थशास्त्र - १	डा. किरण जी देसले	दिपस्तंभ				
18	अर्थशास्त्र	स्पर्धा परीक्षा अर्थशास्त्र - २	डा. किरण जी देसले	दिपस्तंभ				
19	CSAT	CSAT - Guide (आकलन - Comprehension)	अमोल पालकर / सुशांत जगताप	भागीरथ प्रकाशन				
20	CSAT	स्पर्धा परीक्षा बुद्धिवान कसोटी + गणित	वा. ना. दांडेकर	नितीन प्रकाशन				

Note: The Agency is required to quote the offered price inclusive of all taxes

Yours faithfully,

Signature of Authorized Representative

Designation

Date

Annexure- III

(Declaration / Undertaking of the Agency To be submitted along with Technical Bid, on its letter head)

To,
The Managing Director,
Mahatma Jyotiba Phule Research & Training Institute,
Nagpur.

Subject: Tender / Proposal for supply of books for MPSC (Sate Services) Examination to MAHAJYOTI, Nagpur

Reference: Tender Number

Respected Sir,

I/We do hereby submit tender/bid for supply of books for MPSC (Sate Services) Examination to MAHAJYOTI, Nagpur as per the requirements of MAHAJYOTI at the quoted price in commercial Bid and in all respects in accordance with the terms and conditions as mentioned in the Bid Document.

1. We have read all the provisions of Tender Document and confirm that these are acceptable to us.
2. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the Tender Document and modifications if any, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. We hereby declare that all the information and statements made in this proposal are true and we accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
4. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not reimburse any expenses incurred by us in bidding.
5. 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.
6. The requirements of the tender document stated herein will be fulfilled by me/us to the satisfaction of the Managing Director, MAHAJYOTI, Nagpur.

7. We have paid the EMD of Rs 2,00,000 and Tender fee of Rs 10,000 and the proof of the same is submitted along with the Technical Proposal.
8. We are aware that Tender fee of Rs 10,000 is non refundable.
9. We are aware that the EMD of Rs 2,00,000 will not bear any interest and the EMD of the successful bidder will be adjusted against Security Deposit. This shall be retained by MAHAJYOTI till the end of this contract and shall be released on successful completion of Contract.
10. If our Bid (Proposal) is accepted, I/We agree to abide by and fulfill all the terms and conditions of the contract.
11. We hereby distinctly and expressly declare and acknowledge that before submission of this tender (Proposal) we have carefully followed the instructions.
12. We distinctly agree that, we would hereafter make no claim or demand upon the Managing Director, MAHAJYOTI, 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.
13. Any notice required to be served on me / us shall be sufficiently served on me / us by post (registered or ordinary), 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 MAHAJYOTI, Nagpur 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 MAHAJYOTI, Nagpur.

Yours faithfully,

Signature of Authorized Representative

Designation

Date

Annexure- IV

(Declaration / Undertaking of the Agency To be submitted along with Technical Bid, on its letter head)

**To,
The Managing Director,
Mahatma Jyotiba Phule Research & Training Institute,
Nagpur.**

Subject: Undertaking / Declaration that, our (bidder) Agency / Organization is not Blacklisted.

Respected Sir,

I/We designationdo
hereby submit declaration/ undertaking that our Agency / Organisation
(Name)..... is not Blacklisted by any Government agency /
Department / Autonomous Institute of any state Government and or Central Government as on the date
of submission of Bid.

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.

Yours faithfully,

Signature of Authorized Representative

Designation

Date

Annexure- V

(Declaration / Undertaking of the Agency To be submitted along with Technical Bid, on its letter head)

**To,
The Managing Director,
Mahatma Jyotiba Phule Research & Training Institute,
Nagpur.**

Subject: Undertaking / Declaration that, None of the Partner / Director / Governing Member is having Criminal Case against them as on the date of submission of Bid.

Respected Sir,

I/We designation.....do
hereby submit declaration/ undertaking that None of the Governing Member, Director, Partner, Managing Director, CEO of our Agency / Organization (Name)..... is
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.

Yours faithfully,

Signature of Authorized Representative

Designation

Date

Annexure- VI

Financial Turnover Certificate

This is to certify that we have verified the annual turnover of the Company/firm/Agency named..... from supply of educational books and it is as mentioned below; and that it is correct.

	FY 2018-19 Amount (Rs) in both figures and words	FY 2019-20 Amount (Rs) in both figures and words	FY 2020-21 Amount (Rs) in both figures and words
Annual Turnover in respect of supply of educational books			

Date:

Place:

Name of CA Firm:

Address of CA Firm:

Name of Signing Partner:

Signature:

Office Seal:

Annexure- VII

Pre-Bid Queries Format

Name of the Bidder (Organization / Agency):

Date:

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

Contact Number:

Email Id:

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

Signature :

Designation:

Date: