



Dr. Babasaheb Ambedkar Research and Training Institute (BARTI)

**An Autonomous Institute of Govt. of Maharashtra in the
Department of Social Justice & Special Assistance**

**28, Queens Garden, Near Old Circuit House,
Pune-411001 Tel: +91-20-2634 3600/ 2633 3330,
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<http://barti.maharashtra.gov.in>

**Selection of coaching institute to provide coaching for
MPSC- Civil Judge Junior Division(CJJD) and Judicial
Magistrate First Class (JMFC) Examination**

**DR. BABASAHEB AMBEDKAR RESEARCH & TRAINING INSTITUTE (BARTI), PUNE**

(An Autonomous Institute of the Dept. of Social Justice and Special Assistance, Govt. of Maharashtra)

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INVITATION OF EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF COACHING INSTITUTES, TO PROVIDE COACHING FOR CIVIL JUDGE JUNIOR DIVISION AND JUDICIAL MAGISTRATE FIRST CLASS (JMFC) EXAMINATION

Online Expression of Interest (**Technical Bid**) are invited from the eligible Coaching Institutes and specialized in Coaching for MPSC- Civil Judge Junior Division And Judicial Magistrate First Class (JMFC) Examination and having proven track record and experience, for empanelment of coaching institutes for providing coaching to the candidates to be sponsored by Dr. Babasaheb Ambedkar Research and Training Institute, Pune, (here in after referred to as BARTI), for Civil Judge Junior Division And Judicial Magistrate First Class (JMFC) Examination.

Interested coaching institute having excellent track record and adequate resources can submit their **Technical Bid** online on website <https://mahatenders.gov.in> ONLY.

Name of the Service	Tender Fee	Earnest Money Deposit (EMD)
Providing Coaching to the candidates to be sponsored by BARTI, for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination at Pune, Maharashtra for 100 Students	Rs. 5,100/-	Rs.85,000/-

- a. The institute shall be selected based on the selection criteria decided by the BARTI, Pune 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. The interested bidders will have to submit all the required documents by online submission only.
- f. Non Refundable Tender fee of Rs. 5,100/- is required to be deposited online through Credit / Debit Card / Net Banking.
- g. The EMD of Rs. 85,000/- is required to be deposited online through Credit / Debit Card / Net Banking.
- h. Interested Institutes / bidders shall submit their bid on or before **02/03/2023, 17:00 PM**
- i. The advertisement is also available on BARTI website <https://barti.in> for information only.
- j. Right to reject any or all the Bids is reserved by The Director General, BARTI ,Pune

Section-1: About DR. BABASAHEB AMBEDKAR Research & Training Institute (BARTI), Pune.

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.

Objective of BARTI

- To provide an opportunity for SC youths from Maharashtra in various sectors, to work or to start their own microenterprises with great results and building success stories.
- To train the underprivileged, 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 SCs through research and to promote research through fellowship, collaboration, conferences, seminars and workshops.
- To appeal to collect funds for social activities

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

Dr. Babasaheb Ambedkar Research and Training Institute, Pune, here in after referred to as BARTI, Pune, invites Online Expression of Interest (**Technical Bid**) from the eligible Coaching Institutes and specialized in Coaching for Civil Judge Junior Division And Judicial Magistrate First Class (JMFC) Examination and having proven track record and experience, for empanelment of coaching institutes for providing coaching to the candidates to be sponsored by **Dr. Babasaheb Ambedkar Research and Training Institute, Pune for MPSC- Civil Judge Junior Division And Judicial Magistrate First Class (JMFC)**

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

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

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

Section-3: Key Events & Dates

1. Key Events and Dates

Sr. No.	Event	Date & Time
1	Publish Date	14/02/2023, 18:00 PM
2	Document Download / Sale Start Date	14/02/2023, 18:00 PM
3	Bid Submission Start Date	14/02/2023, 18:00 PM
4	Clarification Start Date	14/02/2023, 18:00 PM
5	Clarification End Date	20/02/2023, 17:00 PM
6	Pre Bid Meeting Date	21/02/2023, 15:00 PM
7	Bid Submission End Date	02/03/2023, 17:00 PM
8	Technical Bid Opening	03/03/2023, 17:00 AM

2. Other Important Information Related to Bid

Sr. No.	Item	Description
1	Earnest Money Deposit (EMD) (To be paid online)	Rs. 85,000 /- (Rs. Eighty Five Thousand only).
2	Tender Fee – (To be paid online)	Rs. 5,100 /- (Rs. Five Thousand & one Hundred only).
3	Bid Validity Period	One-hundred-and-twenty (120) days from the date of Submission of Bid.
4	Last date of signing contract	As intimated in work order of BARTI
5	Email Id for bidders needs to send their queries	dg@barti.in it@barti.in send queries before Dt.20/02/2023 Time:17:00 PM

Section- 4: Instructions to Bidders

1. Purpose of inviting Expression of Interest (EOI)

Purpose of this EOI is to empanel reputed coaching institutes for providing coaching to the candidates to be sponsored by BARTI, Pune for **MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination**. The coaching institute should be specialized in Coaching for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination and having proven track record and experience. The proposed coaching institute should serve as a platform (both online and offline) to provide quality coaching to the candidates to be sponsored by BARTI, Pune

2. Bid Process

The Bidder has to submit a bid online **in one envelope systems**, one containing **Technical Bid** for “**Expression of interest for selection of coaching institutes to provide coaching for MPSC – Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination**”.

3. Tender Fee (Non-Refundable)

The bidders are requested to deposit the Tender fee of **Rs. 5,100/-** online through Credit Card / Debit Card / Internet Banking. Proof of the same should be attached with the Technical Bid. It is to be noted that the Tender Fee is non- refundable.

4. Payment through online mode only

Bidder should note that payment of Tender fee and EMD has to be made only by online mode. Payment by cheque, DD, etc. is not accepted.

5. Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) of **Rs. 85,000/-** is required to be deposited online through Credit / Debit Card / Net Banking. Proof of the same 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.

- a) The EMD shall be denominated in Indian Rupees only.
- b) No interest will be payable to the bidder on the amount of the EMD.
- c) Bids submitted without adequate EMD will be liable for rejection.
- d) The EMD of unsuccessful bidders will be refunded after completion of Bid process and empanelment of Coaching Institute
- e) EMD of Successful bidder will be returned after depositing 3% contract value security deposited in the form of DD, Bank Guarantee.
- f) EMD shall be non-transferable.

g) The EMD may be forfeited:

- i. If a Bidder withdraws, his bid or revises/ increases his quoted prices during the period of bid validity or its extended period, if any.
- ii. If successful bidder fails to sign the Contract within time specified by BARTI.
- 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 BARTI regarding forfeiture of the EMD shall be final and binding upon bidders.

6. Security Deposit (SD)

3% Security Deposit (SD) of contract value in the form of DD, Bank Guarantee. This shall be retained by BARTI till the end of this contract and shall be released on successful completion of coaching during Contract period.

7. Transfer of Bid/EOI

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

8. Consortium and Joint Ventures

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

9. 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.

10. Place of opening of EOI

The EOI will be opened online in the Office of **Dr.Babasaheb Ambedkar Research & Training Institute (BARTI)**, 28, Queens Garden, Near Old Circuit House, Pune – 411001 on the scheduled dates.

11. Bid Preparation Costs

The bidder shall submit the bid at its cost and BARTI 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 BARTI and BARTI shall be at liberty to cancel or modify any or all bids without giving any reason thereof.

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

12. Amendment of EOI Document

- a) If BARTI 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 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> or and also on BARTI website <https://barti.in/> and shall be part of this document.**
- c) The bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this EOI document. BARTI also reserves the rights to amend the dates mentioned in this EOI for successful bid process.

13. Pre-Bid Meeting

- a) Pre-Bid meeting is open to all prospective bidders (Coaching Institute).
- b) If the agencies (Coaching Institute) who have purchased tender document have any query regarding the scope of work or terms and condition of this work, they are free to submit their queries in writing, addressed to the Dr. Babasaheb Ambedkar & Training Institute (BARTI), Pune on or before the date of pre-bid meeting.
- c) The Pre- Bid meeting will be held on scheduled date in the Office of **Dr. Babasaheb Ambedkar Research & Training Institute (BARTI)**, 28, Queens Garden, Near Old Circuit House, Pune – 411 001.

14. BARTI's right to Clarifications & Amendments of Tender Document/termination of the tender process.

During the process of submission or evaluation of Proposals:

- a) Director General, BARTI, may, at its discretion, ask Agency (Coaching Institute) for clarifications about its proposal. The Agency is required to respond within the prescribed time frame.
- b) Director General, BARTI, 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) Director General, BARTI, may terminate the Tender process at any time and without assigning any reason. **BARTI** shall not be held responsible for any cost incurred by the bidder in bid preparation. BARTI 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.

15. Language of Bid

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 then that will be accepted as it is.

16. Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this bid document. Bids with deviation from this format are liable for rejection.

17. Submission of Bids

The bidder should submit the Bid online, which shall be

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

18. Technical Bid

The **Technical Bid** should consist of all details as per **Annexure- I**. Technical Bid should be clearly superscribed as **“Technical Bid for Empanelment of coaching institutes to provide coaching for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination.**

a) Eligibility / Pre-qualification Requirements of the coaching institute is as under:

- i. Coaching Institution shall be a registered Institution under Indian Company Act or Indian Partnership Act. or any other relevant Act in India. Proof of registration should be submitted.
- ii. Coaching Institution shall be located in Pune, Maharashtra.
- iii. Coaching Institution should have a minimum 5 years (From the date of registration) experience in providing Coaching for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination.(Excluding covid period)
- iv. Coaching Institute should be an Income tax and GST payer. Proof of payment of tax (Income Tax Return) for last 3 financial years (FY 2019-20, 2020-21, 2021-22) (excluding covid Period) to be enclosed.
- v. Last 3 financial year's (FY 2019-20, 2020-21, 2021-22) (excluding covid Period) average financial turnover of the Coaching Institute should be at least Rs. 20/- lakh. Audited financial statement, Audit report and Income tax returns with PAN and TAN number should be submitted. Financial turnover certificate should be submitted.
- vi. Coaching Institution, should be providing coaching as per revised syllabus of MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Prelim and Main Examination including personality test.
- vii. Coaching Institute should have facility of providing offline/online coaching for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination and currently must be providing offline coaching for MPSC- Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination.
- viii. Minimum 10 candidates of the Coaching Institute must have got selected in MPSC-Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination in last 5 years. Details of selected candidates along with their name, year in which coaching taken, year of passing MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination along with roll number to be submitted.

(Note: Admission of candidate only for test series or the personality Test training will not be considered while calculating successful candidates)

- ix. Coaching Institution, should have well equipped audio-visual classroom for online/offline lectures.
- x. The Coaching Institute must have minimum 1000 Square feet built- up area.
- xi. Details of course material and trainers (faculty) profile should be submitted.
- xii. The Coaching Institute should not have been black listed by any Government agency / Department /Autonomous Institute of any state Government and Central Government.
- xiii. Partners/Director/ Governing member of the Coaching Institute should not be having any criminal case against them.

b) Mandatory Documents to be uploaded with Technical Bid

- i. Technical Bid Form (Annexure- I).
- ii. Copy of valid Registration Certificate of Institution under Indian Company Act or Indian Partnership Act or whichever applicable should be submitted.
- iii. Lease / Rent agreement copy for rented accommodation and property tax bill

for ownbuilding to support the location of Coaching Institute in respective city.

- iv. Computer generated deposit receipt for Tender Fee & EMD.
- v. GST Registration Certificate.
- vi. PAN Card Copy
- vii. Income tax returns for last 3 financial years.
- viii. Profit & Loss A/C / Income and Expenditure Statement and Balance Sheet for previous 3 financial years (FY 2019-20, 2020-21, 2021-22) with audit report by a Chartered Accountant.
- ix. Document supporting Annual Turnover: - Last 3 financial year's (FY 2019-20, 2020- 21, 2021-22)) (excluding covid Period) average financial turnover of the Coaching Institute should be at least Rs. 20 Lakh. Certified audit report and Income tax returns should be submitted.
- x. Document supporting Built-up area: - The Coaching Institute must have minimum 1000 square feet built-up area with all the facilities. Supportive document of built-up area of the Institute to be submitted is Lease and License copy for rented accommodation and propertytax bill for own building.
- xi. Supportive document for experience (Work Order from previous Govt. Departments/agencies.) Mandatory only if the Coaching Institute is empaneled by any state govt. / Central Govt. / Govt. Department / Autonomous Institute of Govt.
- xii. Photograph of Coaching Centre, Classrooms, Infrastructure Facility and Audio-Visual room.
- xiii. Undertaking / Declaration as per annexure -II
- xiv. Self-declaration for not black listed by any Government agency / Department / AutonomousInstitute of any state Government and Central Government. (Annexure-III)
- xv. Self-declaration for not having criminal case against any Governing member / Partner /Director (Annexure-IV)
- xvi. Year wise details of successful candidates in MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination. Minimum 10 candidates of the Coaching Institute must have been selected in MPSC- Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) in last 5 years. Details of the selected candidates to be submitted in following format -

Sr. No.	Name of the candidates who got selected in MPSC – JMFC Examination	Year of coaching	Year of passing Examination

19. 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.
- The Bidder not confirming to unconditional acceptance of full responsibility of providing services in accordance with the Agreements of this tender.
- If the bid does not conform to the timelines indicated in the bid.
- If the purchaser of the bid (i.e., who pay Tender Fee and EMD) and submitter of the bid is different.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- Bidder fails to enter into a Contract within 10 Days of the date of issue of Letter of empanelment / award of contract or within such extended period, as may be specified by the BARTI
- While evaluating the Proposals, if it comes to the BARTI 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 BARTI.
- Bidder doesn't agree to the Terms and Conditions of the Bid

20. Opening of Bid

a) **Envelope** containing the **Technical Bid (Technical Proposal)** shall be opened online in the head office of BARTI, Pune.

b) Tenders will be opened on or after scheduled time specified in the tender notice.

c) Tenders will be opened by Tender Committee / Bid Evaluation Committee formed by Director by General, BARTI.

d) 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.

21. Evaluation of Technical Bid:

Bid Evaluation Committee formed by Director General, BARTI will evaluate the Technical Bid and submit its recommendation to Director General, BARTI. Decision of the Director General, BARTI 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 evaluation criteria as mentioned in this Bid document. The Bidders are required to submit all required documentation in support of the evaluation 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. Director General, BARTI 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 Technical Evaluation shall be based on the parameters and weightages as mentioned in the Table below

Technical Evaluation Criteria:

Sr. No.	Criteria	Supporting Document	Description	Maximum Marks
1.	Previous year's result of the Institute	a. List of successful candidates in last 5 years along with their full details and Roll Numbers b. Result declared by MPSC-JMFC in the respective years. c. Final Selection List declared by MPSC-JMFC in last 5 years. d. Any confirmatory document (Admission form, Fee receipt, etc.,) about selected candidate's registration with the institute.	1. Total number of successful candidates in the MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Final Result in last 5 years: a. Minimum 10 candidate 15 marks b. 10 to 20 candidate 20 marks c. 20 to 30 candidates 25 marks d) 30 to 40 candidates 30 marks d. More than 40 Candidates 35 marks	35 Marks
2.	Well-equipped adequate audio visual classroom	Photos of audio visual facility and live streaming facility.	a. Audio and sound facility 02 marks b. Video lecture facility 02 marks c. Live streaming 01 marks	05 Marks
3.	No. of lecturers	List of lecturers with their qualification and subject they are teaching	a. Number of lecturers minimum 4 - 2 marks b. Number of lecturers minimum 6 - 03 marks c. Number of lecturers more than 8 - 5 marks	05 Marks
4.	Experience of lecturers for coaching of Civil Judge Junior	Bio-data of lecturers with number of years of experience of coaching for Civil Judge	a. At least 5 lecturers having experience more than 4 years - 04 marks b. At least 4 lecturers having	10 Marks

	Division and Judicial Magistrate First Class (JMFC)	Junior Division and Judicial Magistrate First Class (JMFC) Examination.	Experience more than 7 years - 06 marks c. At least 4 lecturers having experience more than 10 years - 10 marks	
5.	Number of subjects in which coaching provided for MPSC – Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination.	List of subjects for which coaching is provided (Institute must provide coaching for complete syllabus of Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Preliminary and Mains Examination	a. At least 3 subject 02 marks b. At least 5 subject 03 marks c. At least 7 subject study 05 marks	05 Marks
6.	Financial turnover of the Institute	a. Audited Financial statement / s b. Income Tax Return (ITR)	a. Average Financial Turnover of the institute is at least Rs.20 Lakh to Rs. 25 Lakh in last 3 financial years - 03 marks b. Average Financial Turnover of the institute more than Rs.25 Lakhs in last 3 financial years - 05 marks	05 Marks
7.	Essential facilities and building area of the coaching Institute	Building area	a. Minimum 1000 sq. ft. of carpet area - 03 marks b. More than 1000 sq. ft. of carpet area - 05 marks	30 Marks
		Training hall	a. 2 Halls with minimum 500 sq. ft. of carpet area having seating capacity minimum 50 candidates - 05 marks b. 2 Halls with More than 500 sq. ft. of carpet area Seating capacity More than 50 candidates - 07 marks	
		Library	a. Competitive Exam books (With reference to Law) set minimum 100 books - 02 Marks b. More than 100 books, Minimum 4 newspaper, and Law journals- 03 Marks	
			a. Sitting capacity for study room minimum 50 students - 03 marks	

			b. Sitting capacity for study room more than 50 students 05 marks	
		Facilities	a. Projector/ Digital interactive board and Wi-fi service in training room - 5 Marks	
			b1. Test Series–3 Mark b2. Mobile Application -2 Marks	
8.	Selected by any Govt/Semi Govt. Organization/ Department/ Autonomous organization/PSU for providing coaching to sponsored candidate for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination.	Supporting document (Work order, Selection letter) for having selected by any government organization/ department / autonomous organization of the providing coaching to sponsored candidates for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination.	a. Selected by at least one Govt. Organization/Department/Autonomous organization for providing coaching to sponsored candidate for MPSC Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination - 02 marks b. Selected by at least two Govt. Organization/Department/Autonomous organization for / providing coaching to sponsored candidate for MPSC Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) - 03 Marks c. Selected by at least three Govt. Organization/ Department/ Autonomous organization for / providing coaching to sponsored candidate for MPSC - Civil Judge Junior Division and Judicial Magistrate First Class (JMFC) Examination. - 05 Marks	05 Marks
			Total	100

22. Award of contract

- a) Bid Evaluation Committee formed by Director General, BARTI will evaluate the Technical Bid as stated above, and submit its recommendation to Director General, BARTI.
- b) BARTI may empanel one or more eligible bidder (Coaching Institute) 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.

- c) Decision of the Director General, BARTI would be final and binding upon all the Bidders.
- d) BARTI will notify the acceptance of bids by issuing empanelment letter to the successful bidder (Coaching Institute)

23. Signing of Contract

Once BARTI notifies the successful bidder that its bid / proposal has been accepted, BARTI shall enter into an Agreement, incorporating the conditions of the tender document and its amendments and any special conditions during negotiations between the BARTI and the successful bidder. The contract will be entered for the period of 11 months or the completion of coaching whichever is later, from the date of signing of contract. BARTI 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 empanelment / award of contract or within such extended period, as may be decided by the BARTI.

Section- 5: General Terms and Conditions

Agency (Coaching Institute) should read these Terms and Conditions carefully and comply strictly while submitting the Proposals

1. Conditional Bid (EOI Proposals) are liable for rejection.
2. Intending bidders can have detailed information from the office of BARTI, Pune during office hours.
3. Agency (Coaching Institute) 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 Coaching Institutions are found to have sublet the contract, the contract will be terminated at the risk and cost of the Coaching Institutions concerned.
4. Coaching Institution, should be providing coaching as per updated syllabus. MPSC (Judicial Magistrate First Class) Prelim and Main Examination including personality test.

5. Validity of Proposal

1. The following will be considered for the validity of the proposals deemed submitted:
 - a. Proposals shall remain valid for a period of 120 days from the date of opening of Proposal.
 - b. BARTI reserves the right to reject a proposal valid for a shorter period as non-responsive.
 - c. In exceptional circumstances, BARTI 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.
2. Direct or indirect canvassing on the part of the Agency (Coaching Institute) or his representative will lead to disqualification.
3. If an Agency (Coaching Institute) imposes conditions, which is in addition to or in conflict with the conditions mentioned here in, 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 Director General, BARTI
4. The Bid Evaluation Committee formed by Director General, BARTI shall conduct technical evaluation of the bids and will recommend to the Director General, BARTI for empanelment of Coaching Institute.
5. The Selection Committee constituted by Director General, BARTI, reserves the right to reject any or all bids without assigning any reason and accept bid for all or anyone.
6. The Agency (Coaching Institute) shall not use the BARTI logos or BARTI Name, in any way. BARTI will cancel the contract and the coaching fee will not be paid If, it comes to the notice of BARTI, that the Agency (Coaching Institute) is using the Name or Logo of BARTI on any physical or virtual space, platforms / applications / Webpages / websites / Social
7. Media, WhatsApp and deceiving the public to believe that they are in any way associated with the BARTI. BARTI, may also initiate the prosecution and Blacklist the Coaching Institute.

8. Fraud & Corrupt Practice

It is required that the agency (Coaching Institute) submitting proposal and Agency (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 BARTI 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 BARTI 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.

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

- 9. The duration of the Coaching program will be as per agreement between BARTI and the Coaching Institute.
- 10. Coaching will be imparted in online and or offline mode to the candidates sponsored by BARTI, as per agreement between BARTI and the Coaching Institute.
- 11. The Director General, BARTI reserves the right to increase or decrease the number of students /candidates to be deputed to the institutions, to ensure Qualitative Coaching.
- 12. **Selection of the candidates:** The selection of candidates to be sponsored for the Coaching of MPSC (Judicial Magistrate First Class) Examination, will be done by BARTI
- 13. The empaneled Coaching Institutions shall provide qualitative coaching to the candidates for MPSC (Judicial Magistrate First Class) Examination, deputed by BARTI, Pune.
- 14. The empaneled Coaching Institutions shall conduct periodic tests and shall inform the result of the same to the BARTI, as and when the tests are conducted.

15. The empaneled Coaching Institutions shall cover the complete syllabus of MPSC (Judicial Magistrate First Class) Examination as decided by Director General, BARTI. If the coaching is incomplete or not properly imparted, the Coaching Institute will be **blacklisted** and complete fee due will not be paid.

16. The empaneled Coaching Institutions shall allow the candidates to change the batch, if the coaching institute is providing coaching in multiple batch, if the candidate so desire within 10 days of start of the coaching.

17. The empaneled Coaching Institutions shall provide study material (at no extra cost) to the candidates, immediately after admission and further, as and when the study materials are given to other candidates taking coaching in the institute.

18. The selected Institutions shall enter into a contract agreement on a non-judicial stamp paper of Rs 500, with terms and conditions as per the format specified by The Director General, BARTI, Pune within 10 days from the receipt of written communication of letter of empanelment to this effect, failing which the EMD will be forfeited and the Institution will be removed from the empaneled list of institutes.

19. **Payment Terms:**

Coaching fee for MPSC- Civil Judge Junior Division And Judicial Magistrate First Class (JMFC) Examination is Rs. 40,000/ (Forty thousand only) per Trainee/ Student for period of 11 Months.

a). **Coaching fee will be paid in five installments;**

Coaching fee will be paid in five installments as per below;

1. First installment - Twenty percent (20%) of the total basic value will be paid on signing Of contract/agreement/MOU.
2. Second installment - Twenty percent (20%) of the total basic value will be paid after the Completion of first quarter of coaching.
3. Third installment - Twenty percent (20%) of the total basic value will be paid after the Completion of second quarter of coaching.
4. Fourth installment - Twenty percent (20%) of the total basic value will be paid after the Completion of third quarter of coaching.
5. Fifth installment - Twenty percent (20%) of the total basic value will be paid after the Completion of fourth quarter of coaching.

Note –

1. Payment of Coaching Fee shall be made after deducting all statutory deductions in lieu of the taxes levied by the state government, central government and other authorities.
2. BARTI is not liable to pay any kind of interest on delayed payment.
3. The coaching institutes should submit their requisition / bill for each installment, in duplicate

with the list of candidates and attendance. The payments shall be made within 30 days of receipt of invoice. If, due to any reasons, payment is delayed, no interest is payable.

20. BARTI, Pune reserves the rights of overall monitoring of the training program.

21. The coaching institutes should submit their requisition / bill for each installment, in duplicate with the list of candidates and attendance. The payments shall be made within 30 days of receipt of invoice. If, due to any reasons, payment is delayed, no interest is payable.

22. The contract is for a period of 11 months or up to the completion of syllabus of MPSC (Civil Judge Junior Division And Judicial Magistrate First Class) Examination, whichever is later. On completion of coaching, the institute will have to submit following reports to BARTI, Pune.

- Course Completion Report
- Results of Test conducted by the Coaching Institute
- Attendance of the candidates sponsored by BARTI.

23. The Director General, BARTI, Pune including the authorized Officers of the BARTI shall have the power to issue notices in writing and to instruct/direct the Institutions to make alterations/variations in the assigned Coaching / Test Plan.

24. 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 BARTI with such penalties as specified in the Bidding document and the Agreement.

25. Confidentiality of the Document

- a. Successful bidder will come into possession of confidential information hence, they should maintain highest level of secrecy, confidentiality and privacy with regard thereto
- b. Successful bidder shall keep confidential all the details and information regarding the systems, operations, management, facilities, details of trainee, personal information of trainee, documents collected from BARTI, documents collected from trainee, etc., during implementation or after completion of the contract Period.
- c. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a trained professional advisor advising BARTI in relation to, or matters arising out of, or concerning the Empanelment Process.
- d. The successful bidder shall ensure that all its employees execute non-disclosure agreement with respect to this contract of providing coaching for preparation MPSC (Civil Judge Junior Division And Judicial Magistrate First Class) Examination.
- e. BARTI will treat all information, submitted as part of the EOI, in confidence and will require all those who have access to such material to treat the same in confidence. BARTI may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or BARTI

26. Termination of Contract and with holding of payment:

- I. If the Agency (Coaching Institute) fails to perform as per the terms and conditions of this bid document and or as per the agreement between BARTI and the Coaching Institute, The Director General, BARTI by giving a written notice to the Coaching institute, may withheld payments to Agency (Coaching Institute), provided that the notice shall specify the nature of failure and request the Agency to remedy such failure within 8 working days.
- II. Director General, BARTI may give a notice in writing to the Agency (Coaching Institute) of not less than 15 days to terminate contract of the Agency. The Agency (Coaching Institute) will have right to represent for withdrawal of notice to the Director General, BARTI
- III. Notice of Termination by BARTI, may be served for one or more of the following reasons or any other reason as the Director General , BARTI may think fit.
- IV. The Agency (Coaching Institute) fails to remedy bad performance within the period specified in the notice of suspension/ termination or the period as may be extended.
- V. The Agency becomes insolvent or bankrupt or goes into liquidation whether compulsory or voluntary.
- VI. As a result of „Force Majeure“, the Agency is unable to perform its obligations under this contract for 30 days or more.

c) Notice of Termination by Agency (Coaching Institute):

- I. Agency may give a notice of not less than 45 days to BARTI to terminate his contract for any of the following reason/s. BARTI will have right to represent its case and request for withdrawal of notice.
- II. If BARTI fails to pay any money due to the Agency in pursuant to this contract.
- III. If BARTI is in material breach of its obligations pursuant to this contract and has not remedied the same within 45 days (or extended period as the Agency may have approved) of the notice.
- IV. If as a result of „Force Majeure“, BARTI is unable to perform services for 90 or more days.

d. Payment on Termination: On termination of the contract BARTI shall not pay the dues for which the agency is lawfully entitled.

27. Dispute Resolution through Arbitration:

Any dispute or difference whatsoever arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there, shall be referred to and finally resolved by a Sole Arbitrator, who will be appointed by The Director General, BARTI, PUNE and such proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 for the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties.

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 Pune.

28. 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, 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 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 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 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 90 days, either party may at its option terminate the agreement. The successful bidder shall not be liable for forfeiture of its Performance Security, liquid date damages, or termination for default if and to the extent that its 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 BARTI in writing of such condition and the cause thereof. Unless otherwise directed by BARTI 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.

Annexure – I

[Agency (Coaching Institute) is required to submit Annexure – 1 on their letterhead, duly stamped and signed by authorized person]

To,

The Director General,
Dr. Babasaheb Ambedkar Research & Training Institute, Pune
28, Queen Garden, Pune 411001, Maharashtra

Subject: Submission of Technical Bid for providing coaching to the candidates to be sponsored by BARTI Pune, MPSC (Civil Judge Junior Division And Judicial Magistrate First Class) Examination.

Tender Ref ID –

Respected Sir,

I / We hereby offer to submit the Technical Bid for providing coaching to the candidates sponsored by BARTI,Pune for Preparation MPSC (Civil Judge Junior Division And Judicial Magistrate First Class) Examination.

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 of the head office of the Coaching Institute	
2.	Address and contact details of branch office of the Coaching Institute in Maharashtra. Provide details of Branches if they have one or more branches.	
3	a) Name of Managing Director / CEO/ Chairperson / President/ Partner/Director/proprietor	
	b) Name of Secretary	
4	Contact Person's Name and Designation	
	Contact No.	
5	Date of Establishment or incorporation of organization / Coaching Institute as per Documents of establishment/ certificate of incorporation / registration of the	

	organization/ Partnership Deed etc. Note:- Certificate of Incorporation / Registration/ partnership deed whichever may be applicable, should be submitted along with Technical Bid										
6	Date of Commencement of Business as per certificate of commencement of business/ Partnership deed or any other relevant document if applicable. Note:- Certificate of commencement of business or any other relevant document as applicable should be submitted along with Technical Bid										
7	a) Whether the Coaching Institute is registered under relevant Act. Such as Company Act, Partnership Act, or any other Act. (Yes/No)										
	b) If Yes, under which act. Coaching Institution is registered (Legal status)										
	c) Specify, whether the Coaching Institute is a Public Limited Company, Private Limited Company, Partnership firm, any Other										
	d) Registration 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 for the last 3 financial as per income tax Return and financial statement.	<table border="1"> <tr> <td>2019-20</td><td>2020-21</td><td>2021-22</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	2019-20	2020-21	2021-22						
2019-20	2020-21	2021-22									
11	Total years of experience of the Coaching Institution for MPSC (MPSC (Civil Judge Junior Division And Judicial Magistrate First Class) Examination.) Examination										

	Note: Period before the date of registration of the organization is not considered																																										
12	<p>Year wise details of successful candidates of the Coaching Institute in the final result of MPSC (MPSC (Civil Judge Junior Division And Judicial Magistrate First Class) Examination of last 5 years:</p> <p>Note: List of the candidates, Proof of their admission in the institute, Year of passing MPSC(JMFC) Examination should be submitted with technical bid to support the above number.</p> <table border="1" style="margin: 10px auto; width: 80%;"> <tr> <th>Sr. No</th><th>Name of the candidate who got selected in MPSC Examination</th><th>Year of Coaching</th><th>Year of passing MPSC Examination</th></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table> <table border="1" style="margin: 10px auto; width: 100%;"> <tr> <th>Particulars</th><th>2017-18</th><th>2018-19</th><th>2019-20</th><th>2020-21</th><th>2021-22</th></tr> <tr> <td>Number of successful candidates of the Coaching Institute in the final result of MPSC –JMFC Examination</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>							Sr. No	Name of the candidate who got selected in MPSC Examination	Year of Coaching	Year of passing MPSC Examination																					Particulars	2017-18	2018-19	2019-20	2020-21	2021-22	Number of successful candidates of the Coaching Institute in the final result of MPSC –JMFC Examination					
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13	<p>Whether the Coaching Institute has provided/providing Coaching to the candidates sponsored by any state/ central government organization or any autonomous institute of central or state government or any public sector undertaking (Yes / No). If yes furnish following details:</p> <table border="1" style="margin: 10px auto; width: 100%;"> <tr> <th rowspan="2">Name of the organization / institute that has sponsored the candidates</th><th rowspan="2">State</th><th rowspan="2">Category of candidate (SC/ ST / OBC/Minority/ etc)</th><th colspan="3">Total number of candidates sponsored to the coaching institute last 3 years</th></tr> <tr> <th>2019-20</th><th>2020-21</th><th>2021-22</th></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> <p>Note: Empanelment letter and Work order / Agreement should be submitted with Technical Bid to support the above information</p>							Name of the organization / institute that has sponsored the candidates	State	Category of candidate (SC/ ST / OBC/Minority/ etc)	Total number of candidates sponsored to the coaching institute last 3 years			2019-20	2020-21	2021-22																											
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14	<p>A .Whether the Coaching Institute is functioning in its own building or in a rented accommodation.</p> <p>b. Total square feet of built-up area.</p> <p>c. Class rooms and other details:</p>																																										

	<p>d. Whether adequate Audio and sound facility is available in class room (Yes/No):</p> <p>e. Whether Online lecture facility is available (Yes/No), If Yes provide the website/Link of online lecture:</p> <p>F. Whether Online Test Series facility is available (Yes/ No), If Yes provide the website / Link of online Test Series:</p> <table border="1"> <tr> <th>Particulars</th><th>Number</th><th>Total seating capacity</th></tr> <tr> <td>Classroom</td><td></td><td></td></tr> <tr> <td>Audio-visual room</td><td></td><td></td></tr> </table>	Particulars	Number	Total seating capacity	Classroom			Audio-visual room													
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Any other details																					

Yours faithfully,

Signature of Authorized
Representative

Designation

Date

Annexure- II

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

To,
The Director General,
Dr. Babasaheb Ambedkar, Research & Training Institute, Pune.
28, Queens Garden, Near Old circuit House,
Pune, 411001, Maharashtra.

Subject: Tender /Proposal for providing coaching to the candidates to be sponsored by BARTI, MPSC (Civil Judge Junior Division and Judicial Magistrate First Class (JMFC)) Examination.

Respected Sir,

I/We.....do hereby submit tender/bid for providing Coaching to the candidates to be sponsored by BARTI, Pune for MPSC (Civil Judge Junior Division And Judicial Magistrate First Class (JMFC)) Examination as per the quoted Course / Coaching Fees 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 a bid by this Proposal, consisting of this letter, our Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 120 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 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 agreement stated herein will be fulfilled by me/us to the satisfaction of the Director, General BARTI, Pune.
7. We have paid the EMD of Rs 85,000 and Tender fee of Rs 5,100 and the proof of the same is submitted along with the Technical Proposal.
8. We are aware that Tender fee Of Rs 5,100 is non refundable.
9. We are aware that the EMD of Rs 85,000 will not bear any interest and the EMD of the successful bidder will be adjusted against Security Deposit. This shall be retained by BARTI till the end of this contract and shall be released on successful completion of coaching during Contract period.
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 Director General, BARTI based up on 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 here in.

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

Yours faithfully,

Signature of Authorized Representative

Designation **Date**

Annexure- III

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

The Director General,

Dr. Babasaheb Ambedkar, Research & Training Institute,Pune.

28, Queens Garden, Near Old circuit House,

Pune, 411001, Maharashtra

Subject: Undertaking / Declaration that, the Coaching Institute is not Blacklisted.

Respected Sir,

I/Wedo hereby submit declaration/ undertaking that our Coaching Institute (Name) is not Black listed 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.

Yours faithfully,

Signature of Authorized Representative

Designation

Date

Annexure- IV

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

To,

The Director General,

Dr. Babasaheb Ambedkar, Research & Training Institute, Pune.

28, Queens Garden, Near Old circuit House,

Pune, 411001, Maharashtra

Subject: Undertaking/Declaration that, none of the Partner / Director is having Criminal Case against them.

Respected Sir,

I/We..... do hereby submit
declaration/ undertaking

that None of the Governing Member, Director, Partner, Managing Director, CEO of our
Coaching Institute (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