



Dr. Babasaheb Ambedkar Research and Training Institute, Pune

(Autonomous institute of Department of Social Justice & Special Assistance, Govt. of Maharashtra)

28, Queen's Garden, Camp, Pune-411001

TENDER DOCUMENT

Notification No.: BARTI / RENT / SET / PUNE / 2015 / Third Call

Dated: 20.10.2015

For Contractual hiring of Classrooms and related Infrastructure 'on rent' for organizing coaching classes in Pune

(Third Call)

Reference: Tender Notification No.: BARTI / RENT / SET / PUNE / 2015 Dated: 03.09.2015

Vide the above reference, sealed Tenders were invited in two bid system (Technical Bid & Price Bid) from the Organizations / Institutes / Individuals for renting out **one or two classrooms** (Seating capacity of 50 each) with related infrastructural facilities (office, benches, tables, chairs, projector, white board, toilets, etc.) for organizing coaching classes in Pune, by publishing the tender notice in some leading Newspapers on or around 3rd September, 2015. In view of the inadequate participation of bidders, the tenders are invited by notifying this **third call**. Interested Organizations / Institutes / Individuals can send their Technical Bid & Price Bid in separate sealed envelopes, put into outer bigger sealed envelope, duly super scribed as **"Tender for Renting out Classrooms and Infrastructure for Organizing Coaching Classes in Pune (Third Call)"**

Last date for receiving Tender along with all requisite documents is **27th October, 2015 by 3:00 p.m.**

Date of opening the Technical Bid is **27th October, 2015 at 3:30 p.m.**



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PART - I

INSTRUCTIONS TO BIDDERS

FOR CLASSROOMS AND RELATED INFRASTRUCTURE ON RENTAL BASIS AT PUNE

➤ **INVITATION TO BID:**

Dr. Babasaheb Ambedkar Research and Training Institute (BARTI), Pune- an autonomous institute of Department of Social justice and Special Assistance, Govt. of Maharashtra invites Bids from interested organizations / institutes / individuals for renting out **one or two classrooms** (Seating capacity of about 50 each) with related infrastructural facilities (office, benches, tables, chairs, projector, white board, drinking water facility, toilets, etc.) for organizing coaching classes in Pune. The classrooms with related infrastructure facilities are required by BARTI on rental basis for organizing coaching classes for Scheduled Caste candidates (For about 100 candidates to be accommodated in two classrooms of about 50 each) of Maharashtra state. The above facilities are required in Pune for a period of about 1 year, which may be extended further.

➤ **SUBMISSION OF BIDS:**

1) Sealing and Marking of Bids—Two Bid System: The Bids are to be submitted in triple sealed covers. The first inner sealed cover will contain the Technical Bid consisting of all details, save and except the price. This cover will be clearly super scribed as **“TECHNICAL BID FOR BARTI / RENT / SET / PUNE / 2015 / THIRD CALL”**.

The second sealed inner cover will contain only the price schedule duly filled in and signed and must be clearly super scribed as **“PRICE BID FOR BARTI / RENT / SET / PUNE / 2015 / THIRD CALL”**. These two covers shall be put into outer cover and sealed. The outer cover must duly bear the Tender Number and the subject prominently underlined and addressed to the Director General of BARTI, as under:

“Tender For Renting out classrooms and related infrastructure for organising coaching in Pune (Third Call)”

To,

**The Director General,
Dr. Babasaheb Ambedkar Research and Training Institute (BARTI),
28-Queen’s Garden,
Camp,
Pune - 411001.**

2) Technical Bid: The Technical Bid should consist of all details, save and except the price. Technical Bid should be clearly super scribed as “**TECHNICAL BID FOR BARTI / RENT / SET / PUNE / 2015 / THIRD CALL**”.

a) The bidder has to submit the following documents in the Technical Bid.

i) Profile and track record of the bidder.

ii) Technical Bid Form as per **Part- IV (Annexure-1)**

iii) Along with the Technical Bid, the bidder must submit Photos (minimum 15) and video recording of about 15 minutes of the classrooms and related infrastructural facilities (office, benches, tables, chairs, projector, white board, drinking water facility, toilets (separately for ladies and gents) AC, etc

iv) **The bid must be accompanied by a demand draft of Rs. 5,000/- on account of Tender Fee in favour of Director General, BARTI, Pune .**

v) **The bid must be accompanied by a demand draft of Rs. 10,000/- on account of The Earnest Money Deposit (EMD) in favour of Director General, BARTI, Pune .**

vi) Copy of PAN Card

vii) Copy of Service Tax Registration / Registration Certificate (Shop & Establishment)

viii) Income Tax Return for the Financial year 2011-2012, 2012-2013 and 2013- 2014.

ix) Documentary proof of ownership along with proof of up to date payment of electricity charges, water charges, municipal tax, etc. must be submitted with Tender document.

x) Scanned copies of all the relevant documents must be attached with the Technical Bid.

b) In case any Technical Bid indicates/discloses any price in any manner at any stage prior to the opening of the Price Bid, that Bid shall be rejected.

c) The Bidder must submit the Technical Bid in the formats prescribed at Annexure- 1. Failure to provide this information in prescribed format shall result in outright rejection of the Bids.

3) Price Bid: The Price Bid will contain only the Price Bid as per **Part- IV (Annexure-2)**, duly filled in and signed and must be clearly super scribed as "**PRICE BID FOR BARTI / RENT / SET / PUNE / 2015 / THIRD CALL**".

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

- 4) Bidders to note that Tender received through e-mail or Technical and Price Bid put in the single envelop and without appropriate and supporting documents shall be rejected outright.
- 5) BARTI will not be responsible for the loss in transit or delay in receipt of any tender form/ Bidding document/s .
- 6) The Bidder must submit the Technical and Price Bid in the formats prescribed at Annexures 1 and 2. Failure to provide this information in prescribed format shall result in outright rejection of the Bids.
- 7) Bidders are advised to study the Bidding Documents carefully. Submission of the Bid shall be deemed to have been done after a careful study and examination of the Bidding Documents with full understanding of its implications.
- 8) The Bidder is deemed to have examined all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish any or all the information required under the Bidding Documents or the submission of a Bid not substantially responsive to the Bidding Documents in any respect will be at the Bidder's risk and may result in the rejection of its Bid without any request for clarification.
- 9) The Bid must be signed by an officer / representative/person of the Bidder who has the relevant authority (accorded to such officer by the Bidder's Board/Bidder in the form of a power of attorney) to do so in relation to the Bid. In the case of the Bidder being a firm/company, the seal of such firm/company must accompany the signature
- 10) BARTI is at liberty to seek such further clarifications from the Bidders as it deems necessary. Such clarification sought does not constitute acceptance of the Bid nor does it confer any right upon the bidder. BARTI reserves the right to accept or reject any bid without any assigning any reasons thereof.
- 11) As a part of the tender process, the Bidder may be required to make a presentation to BARTI, which will have to be held on BARTI premises as may be communicated by BARTI or published on its website.
- 12) The Price Bid will be opened only after the opening and scrutiny of the Technical Bid. The Price Bids of only those Bidders will be opened whose Technical Bids are qualified.

➤ **TIME LIMIT FOR SUBMISSION OF BIDS**

- 1) Last date for submission of bids is **27th October, 2015 by 3 pm.**
- 2) The Bidder is advised in his / her own interest to ensure that the Bid reaches the specified office of BARTI before the closing date and time of the submission of the Bid.
- 3) Any Bid received after the time limit for submission of Bid, will be rejected.
- 4) The Bid must be received by BARTI at the address specified in the Invitation for Bids not later than the specified time on the specified date indicated in the Invitation for Bids. Bids sent by hand delivery must be put in the Tender Box at the specified office or handed over to the concerned Officer of BARTI, not later than the specified time on the specified date indicated in the Invitation for Bids. Any tender, if sent by post, must be sent under a registered cover to The Director General, BARTI, Pune.
- 5) Date and Time of opening of Technical Bid is **27th October, 2015 at 3:30 pm**

➤ **FORMAT AND SIGNING OF BIDS:**

- 1) The Bids can only be submitted in the name of that Bidder in whose name the Tender Fee has been paid.
- 2) The Bidder must sign The Bid in the exact name of the Bidder to which the Agreement is to be issued. All Bidding Documents are specifically required to be submitted in physical form and must be duly filled in and shall be complete in all respects. The documents shall be duly signed and sealed by a person duly authorized by the Bidder.
- 3) Each Bidding Document must be free from ambiguity, change or alterations. Any alterations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- 4) The Bidder shall indicate its telephone number along with its official email address. Similar information in respect of its authorized agent, if any, must also be submitted at the time of quoting. The official email address must be from the same executive who has the relevant power of attorney for representing the Bidder.

➤ **TENDER FEE:**

- a) Bids will not be considered without the requisite Tender Fee and shall be subject to the provisions mentioned in the Invitation for Bids.
- b) The Technical Bid must be accompanied by a demand draft of Rs. 5,000/- on account of Tender Fee in favour of Director General, BARTI, Pune.

- c) In the event a particular tender is cancelled, the relevant Tender Fee will be refunded to the Bidder concerned.

➤ **EARNEST MONEY DEPOSIT:**

a) Bids will not be considered without the requisite Earnest Money Deposit and shall be subject to the provisions mentioned in the Invitation for Bids.

b) The Technical Bid must be accompanied by a demand draft of Rs. 10,000/- on account of The Earnest Money Deposit (EMD) in favour of Director General, BARTI, Pune

c) The EMD of unsuccessful bidders will be refunded at the earliest.

- **NON-TRANSFERABILITY OF THE BIDDING DOCUMENTS:** The Bidding Documents are not transferable.

➤ **COSTS RELATED TO BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of the Bid and BARTI will in no way be responsible or liable to reimburse those costs, regardless of the conduct or outcome of the bidding process.

➤ **BID PRICE:**

- 1) Prices quoted by the Bidder shall be firm during the Agreement and shall not be subject to variation on any account whatsoever.
- 2) BARTI shall not be held responsible for any incorrect assessment of the statutory levies by the Bidder.
- 3) The bidder will have to bear all Income Tax and other statutory tax liabilities in respect of the Agreement to be executed between BARTI and the successful bidder.

➤ **TITLE CLEARANCE OF THE PROPERTY:**

Classrooms and infrastructure offered by the Successful Bidder under this Agreement must be free from all encumbrances, claims and legal disputes, etc. Documentary proof of up to date payment of electricity charges, water charges, municipal tax, etc. must be submitted along with Tender document.

➤ **MODIFICATION AND WITHDRAWAL OF BIDS:**

- 1) No Bid is allowed to be modified after the time limit for submission of Bids.
- 2) In certain cases, BARTI may ask any Bidder for clarifications / confirmations / deficient documents in its Bid after opening of a particular Bid. In those cases, the reply of the respective Bidder must be restricted to the clarification sought. The request for such clarifications / confirmations / deficient documents and its response shall be in writing. In case any Bidder modifies its Bid (including any modifications which have the effect of altering its Bid) after the closing date without any specific reference by BARTI, then such Bid shall be ignored and rejected without notice or reference to that Bidder.
- 3) In addition, all / confirmations / deficient documents sought by BARTI must be replied to by the date as communicated by BARTI or published on its website.

➤ **SUBMISSION OF FORGED DOCUMENTS:**

Bidders must note that BARTI may verify authenticity of all the documents / certificate / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Agreement period, if it is established that bidder has submitted forged documents / certificates / information towards fulfillment of any of the tender / Agreement conditions, BARTI shall immediately reject the bid of such bidder(s) and / or cancel / terminate the Agreement and/or forfeit the EMD submitted by the bidder, as the case may be.

➤ **AWARD OF AGREEMENT:**

- 1) BARTI will award the Agreement to that Bidder whose Bid has been determined to be substantially responsive and has been determined as the selected Bid (“**Successful Bidder**”).
- 2) Upon qualification, Bidder will be required to sign an Agreement with BARTI, containing detailed terms and conditions of the subject work. The agreement shall be signed for a period of 1 year, which may be extended further, depending upon BARTI’s requirements. The Bidder must agree to abide the terms and conditions under the Agreement which will be mostly in line with the specification contained in this Bid document.

➤ **INSPECTION OF PREMISES, BUILDING, CLASSROOMS, INFRASTRUCTURE:**

BARTI may, prior to finalising the successful Bidder or any other time, inspect the building, classrooms and the related infrastructure through it’s authorised officer/representative. The Bidder must extend all co-operation for this.

➤ **MODE OF PAYMENT:**

- 1) Any payment under the Agreement shall be made only after signing of formal Agreement.
- 2) In case any stamp duty is required to be paid for the Agreement, the same shall be borne by the Successful Bidder.
- 3) Bidder(s) shall provide necessary details of its/their bank accounts and IFS codes pertaining to such bank accounts to BARTI.
- 4) No interest shall be payable by BARTI on any delayed payment /disputed payment.

PART - II

GENERAL TERMS AND CONDITION OF AGREEMENT

This AGREEMENT is made and entered into on this day of ...Two thousand and by and between Dr. Babasaheb Ambedkar Research and Training Institute, an autonomous institute of Department of Social justice and Special Assistance, Govt. of Maharashtra, having its registered office at Pune (hereinafter referred to as “BARTI” which expression shall include its successors, administrators, executors and assignees) **of the one part**

AND

....., an individual/company/partnership/proprietary firm registered under the companies Act (if applicable) with its Registered office at (Here in after referred to as the “Successful Bidder” which expression shall include its successors, administrators, executors and permitted assignees) **of the other part.**

Whereas BARTI is desirous of (Description of services) for carrying out BARTI’s operations conforming to specifications as set forth in this Agreement.

And Whereas the SUCCESSFUL BIDDER represents that it has the necessary experience for carrying out BARTI’s operations as referred to herein and has submitted a bid for providing the required services against BARTI’s Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of BARTI from time to time.

And Whereas BARTI’s has accepted the bid of the SUCCESSFUL BIDDER vide its letter dated..... on the SUCCESSFUL BIDDER.

Now it is hereby agreed to by and between the parties as under:

The requirement and liabilities under the bid / agreement shall be as set forth in **Part III** of the Agreement, including any other reasonable requirements of BARTI from time to time during the duration of Agreement and/or any extensions thereof.

DURATION OF THE AGREEMENT:

This AGREEMENT shall remain valid for a period of 1 year from the date of signing this Agreement and such further extension/s as mutually agreed by and between the parties.

NOTICES AND ADDRESSES:

For the purposes of this AGREEMENT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present AGREEMENT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties.

BARTI ADDRESS:

To,

The Director General,

Dr. Babasaheb Ambedkar Research and Training Institute (BARTI), Pune

(Autonomous institute of Department of Social justice and Special Assistance, Govt. of Maharashtra)

28, Queen’s Garden, Camp, Pune-411001

SUCCESSFUL BIDDER’S ADDRESS:

DUTIES AND POWER / AUTHORITY:

The duties and authorities of the BARTI’s officer/representative are to act on behalf of BARTI for:

- (i) Overall supervision, co-ordination and project management under the Agreement
- (ii) Monitoring under the Agreement
- (iii) Commenting/countersigning on reports etc. after satisfying himself with the facts of the respective cases.
- (iv) He/she shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify the premises, building, classrooms and related infrastructure that may reasonable fall within the ambit of this Agreement and directly or indirectly pertaining to this Agreement. The overall responsibility of quality of work shall rest solely with the SUCCESSFUL BIDDER.

SUCCESSFUL BIDDER’S representative:

- (i) The SUCCESSFUL BIDDER’S representative shall have all the powers requisite for adherence to the Agreement conditions.

- (ii) He/she shall liaise with BARTI's representative for the proper co-ordination on any matter pertaining to the Agreement.
- (iii) He/she shall extend full co-operation to BARTI's representative/inspector in the manner required by them for supervision/inspection/observation of equipment, material, reports and records pertaining to the Agreement.

GOVERNING LANGUAGE:

The governing language for the AGREEMENT shall be English or Marathi, as the case may be. All AGREEMENT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the AGREEMENT shall be written in English or Marathi, as the case may be.

ENTIRE AGREEMENT: -

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of SUCCESSFUL BIDDER and BARTI.

MODIFICATION IN AGREEMENT:

All modifications leading to changes in the AGREEMENT with respect to technical and/or commercial aspects etc. shall be considered valid only when accepted in writing by BARTI. BARTI shall not be bound by any printed conditions, provisions in the SUCCESSFUL BIDDER's BID, forms of acknowledgement of AGREEMENT, invoice and/or other documents which purport to impose any condition at variance with or supplement to AGREEMENT.

ASSIGNMENT:

The SUCCESSFUL BIDDER shall not, save with the previous consent in writing of the BARTI, sublet / sub-Agreement, transfer or assign the AGREEMENT or any part thereof in any manner whatsoever. However, such consent shall not relieve the SUCCESSFUL BIDDER from any obligation, duty or responsibility under the AGREEMENT and SUCCESSFUL BIDDER shall be fully responsible for the services hereunder and for the execution and performance of the AGREEMENT.

WAIVERS:

It is fully understood and agreed that none of the terms and conditions of this AGREEMENT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

REMUNERATION AND TERMS OF PAYMENT:

1) The rental charges shall be paid by BARTI at such fixed rate at the end of each month as per the agreement entered into with the successful Bidder on the terms and conditions mutually agreed upon therein. The rates payable, shall be firm during the entire AGREEMENT period, including extension period, if any. All other taxes shall be borne by the successful Bidder.

2) Payment of any invoice shall not prejudice the right of BARTI to question the allowability under this Agreement of any amounts claimed therein. The SUCCESSFUL BIDDER shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from BARTI and as to any payment provided for hereunder, which is to be made on the basis of SUCCESSFUL BIDDER's costs.

TAXES:

1) SUCCESSFUL BIDDER, unless specified otherwise in the AGREEMENT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax, Corporate and personnel taxes levied or imposed on the SUCCESSFUL BIDDER on account of payments received by it from BARTI under this AGREEMENT. It shall be the responsibility of the SUCCESSFUL BIDDER to submit to the concerned Govt. authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

2) Tax shall be deducted at source by BARTI from all sums due to the SUCCESSFUL BIDDER in accordance with the provisions of the Income Tax Act, 1961 and/or any other relevant laws in force at the relevant point of time.

PERSONNEL TAXES:

The SUCCESSFUL BIDDER shall bear all personnel taxes levied or imposed on its personnel, sub-SUCCESSFUL BIDDER, vendors, consultants etc. on account of payment received under this AGREEMENT.

INDEMNITY:

The successful Bidder shall keep BARTI indemnified against all claims/actions/ litigation etc. of whatsoever nature in respect of the classrooms and related infrastructure so hired by BARTI under this Agreement and arising out of, either directly and indirectly under this Agreement.

PERFORMANCE:

SUCCESSFUL BIDDER shall undertake to provide the class rooms and related infrastructure on rent and perform all services under this AGREEMENT with all-reasonable skill, diligence and care to the satisfaction of BARTI and accept full responsibility for satisfactory quality/condition of classrooms and related infrastructure and performance of the services that fall reasonably within the ambit of this Agreement. Any defect, deficiencies noticed in the SUCCESSFUL BIDDER's service will be promptly remedied by the SUCCESSFUL BIDDER within 10 days upon the receipt of written notice

from BARTI to improve their performance, failing which BARTI may terminate the AGREEMENT by giving the SUCCESSFUL BIDDER 3 (Three) months written notice. However, BARTI will give the chance of explanation to the SUCCESSFUL BIDDER. If BARTI is in default, the SUCCESSFUL BIDDER will give 3 (Three) month's written notice to BARTI for explanation and then only the bidder may terminate the AGREEMENT.

CLEANLINESS AND HYGIENE:

Successful Bidder must ensure that the building/s and related infrastructure are at all times kept clean. Bidder must take utmost care to ensure maintenance of hygiene at all times and at all places of the building. He must ensure that the infrastructure is always in good, working conditions.

SECURITY:

SUCCESSFUL BIDDER must ensure that adequate round the clock security is available in the buildings and at such places as are relevant. BARTI may inspect the building/s to ascertain the same and any defect and/or deficiency noticed by BARTI must be immediately rectified by the SUCCESSFUL BIDDER. Any laxity on this account shall be viewed very seriously by BARTI.

COMPLAINTS / REPRESENTATIONS ETC. FROM THE CANDIDATES:

BARTI shall take strict cognizance of any complaint/s received about the classrooms and infrastructure from the candidates. The defects, deficiencies, problems etc. pointed out in such complaint/s or which come to the knowledge of BARTI through any other source will be promptly remedied by the SUCCESSFUL BIDDER, within 10 days upon the receipt of written notice from BARTI, failing which BARTI may terminate the AGREEMENT by giving the SUCCESSFUL BIDDER 3 (Three) months written notice. However, BARTI will give a chance of explanation to the SUCCESSFUL BIDDER.

DISCIPLINE:

SUCCESSFUL BIDDER shall maintain strict discipline and good conduct among its employees. If BARTI receive any complaints or have reason to believe that the conduct of any of the SUCCESSFUL BIDDER's employees is detrimental to BARTI's interest, BARTI shall have the unqualified right to request for the removal of such employee on the grounds of incompetence, unreliability, misbehaviour, security reasons etc., while on or off the job. The SUCCESSFUL BIDDER shall unconditionally comply with any such request to remove such personnel at the SUCCESSFUL BIDDER's expense. The SUCCESSFUL BIDDER will be allowed a maximum of 10 working days to replace such employee with a competent qualified employee at the SUCCESSFUL BIDDER's expense

TERMINATION:

1) Termination on expiry of the AGREEMENT

This Agreement shall be deemed to have been automatically terminated on the expiry of the AGREEMENT period unless the BARTI has exercised its option to extend this AGREEMENT in accordance with the provisions of this AGREEMENT.

2) Termination on account of insolvency

In the event the SUCCESSFUL BIDDER at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then BARTI shall, by a notice in writing have the right to terminate this AGREEMENT and all the SUCCESSFUL BIDDER's rights and privileges hereunder, shall stand terminated forthwith.

3) Termination for unsatisfactory performance:

If the classrooms and infrastructure provided by the SUCCESSFUL BIDDER is unsatisfactory or, not up to the expected standard, BARTI shall notify the SUCCESSFUL BIDDER in writing and specify in detail the cause of such dissatisfaction. BARTI shall have the option to terminate this Agreement by giving 3 month's notice in writing to the SUCCESSFUL BIDDER, if the SUCCESSFUL BIDDER fails to comply with the requisitions contained in the said written notice issued by the BARTI, within 10 days of the receipt of such notice. However, BARTI will give a chance of explanation to the SUCCESSFUL BIDDER. During the notice period, the classrooms and infrastructure shall remain in possession of BARTI and Bidder shall to do all such acts and/or forbear from all such acts or action that are reasonably required for smooth conduct of work during such period. If BARTI is in default, the SUCCESSFUL BIDDER will give 3 (Three) month's written notice to BARTI for explanation and then only the bidder may terminate the AGREEMENT

JURISDICTION AND APPLICABLE LAW:-

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Pune.

INTERPRETATION: -

The titles and headings of the sections in this AGREEMENT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this AGREEMENT.

INDEPENDENT STATUS OF THE PARTIES:

The SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER performing the AGREEMENT. The Agreement does not create any agency, partnership, joint ventures or joint relationship between the parties. It is expressly understood and agreed by and between the Parties that BARTI is entering into this Agreement solely on its own behalf. In particular, it is expressly understood and agreed that the Government of Maharashtra or Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. The SUCCESSFUL BIDDER expressly agrees, acknowledges and understands that BARTI is not an agent, representative or delegate of the Government of Maharashtra or Government of India. It is further understood and agreed that the Government of Maharashtra or Government of India is not and shall not be liable for any acts, omissions, commission, breaches or other wrongs arising out of the Agreement. Accordingly, the SUCCESSFUL BIDDER hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the Government of Maharashtra or Government of India arising out of this Agreement and covenants not to hold the Government of Maharashtra or Government of India liable, in any manner, for any claim, cause of action or thing whatsoever arising under this Agreement.

PART - III

REQUIREMENT AND LIABILITIES UNDER THE BID / AGREEMENT:

- 1) **One or Two Classrooms** (Seating capacity of about 50 each) with related infrastructural facilities (office, benches, tables, chairs, projector, white board, toilets (separately for Ladies and Gents), AC, etc.) for organizing coaching classes in Pune on rental basis for a period of about 1 year, which may be extended further.
- 2) The Building / Classroom must be located in safe and secure area.
- 3) Community services like Bank, Petrol Pump, Bus stop, Daily Needs shops should be in close vicinity and within 1 km from the Building premises.
- 4) Classrooms must have proper lighting and ventilation.
- 5) 24 hrs. water and electricity must be available, it should have D.G. Set Back up.
- 6) Successful Bidder has to provide DG set of required capacity as power back up.
- 7) Infrastructure must be complete in every respect for immediate use.
- 8) The Successful Bidder will ensure proper repairs/ maintenance of the infrastructure during the rental period.
- 9) The electricity and water supply lines/ connection shall be provided by the Successful Bidder at his cost and expenses.
- 10) The successful Bidder shall keep BARTI indemnified against all claims/actions/ litigation etc. in respect of infrastructure so hired by BARTI.
- 11) The rental charges shall be paid by BARTI at such fixed rate at the end of each month as per the agreement entered into with the successful Bidder on the terms and conditions mutually agreed upon therein.
- 12) The monthly payment of rent shall be subject to deduction of taxes at source in accordance with the rules and regulations. All other taxes shall be borne by the successful Bidder.
- 13) BARTI reserves the right to consider/ reject any such proposal without assigning any reason

PART - IV

ANNEXURE-1

TECHNICAL BID FOR BARTI / RENT / SET / PUNE / 2015 / THIRD CALL

A. Basic information of Applicant

Sr. No.	Particulars	Details
1.	Name of Applicant	
2.	Status of the applicant (Individual/Institution/Organization)	
3.	Address and Contact number of Applicant	
4.	Name and designation of the contact person	
5.	Contact details (Mobile number and Email id)	
6.	Website	
7.	Shop Act Registration No. of Institution /Organization	
8.	Service Tax Registration No. of Institution /Organization	
9.	PAN No. of Individual/Institution /Organization	
10.	Has the Individual/ Institution/ Organization, paid income tax in the Year 2014-15? Attach the Income tax return of last 3 years	
11.	Name and Address of the Bank in which the Individual/ Institution/ Organization has its Account (please provide details of all accounts in case more than one Bank Accounts)	

B. Classrooms and related Infrastructure Details

Sr. No.	Particulars	Description
1.	<p>Class Rooms - One or Two Classrooms (Seating capacity of about 50 each)</p>	<p>Class Room- 1</p> <ol style="list-style-type: none"> 1) Size in square feet- 2) Maximum seating capacity- 3) Minimum seating capacity- 4) Number of benches (2 Seater)- 5) Number of benches (3 Seater)- 6) Number of tables- 7) Number of chairs- 8) Details of white board- 9) Details of projector- 10) Number of AC- 11) Number of fan- 12) Number of tube light- 13) Other facilities (Specify)- <p>Class Room-2</p> <ol style="list-style-type: none"> 1) Size in square feet- 2) Maximum seating capacity- 3) Minimum seating capacity- 4) Number of benches (2 Seater)- 5) Number of benches (3 Seater)- 6) Number of tables- 7) Number of chairs- 8) Details of white board- 9) Details of projector- 10) Number of AC- 11) Number of fan- 12) Number of tube light- 13) Other facilities (Specify)-
2.	<p>Office (For about 6 persons)</p>	<ol style="list-style-type: none"> 1) Size in square feet- 2) Maximum seating capacity- 3) Minimum seating capacity- 4) Total number of tables- 5) Total number of chairs- 6) Number of Sofa set- 7) Details of AC- 8) Details of fans- 9) Details of Computer-

		10) Details of Printer- 11) Details of tube light- 12) Other facilities (Specify)-
3.	DG Set for power backup (For Classrooms and office)	1) Capacity- 2) Maximum and minimum hours of power backup for classrooms and office-
4.	Drinking water facilities	1) Water purifier/ RO Machine: 2) Water Cooler:
5.	Toilets (Separately for ladies and gents)	
6.	Any other facilities (Please specify)	

Undertaking:

It is certified that, whatever stated above in table A and B are true and correct to the best of my knowledge and information.

Date:

Signature of the bidder

Seal in case of Company / Firm

ANNEXURE-2

PRICE BID FOR BARTI / RENT / SET / PUNE / 2015 / THIRD CALL

Sr. No.	Particulars (All as described in the Technical Bid)	Charges Per month (Rs.)
1.	Class Rooms - 1 (Furnished) (For about 50 Students)	
2.	Class Rooms - 2 (Furnished) (For about 50 Students)	
3.	Office (Furnished) (For about 6 persons)	
4.	DG Set for power backup (For Classrooms and office)	
5.	Drinking water facilities	
6.	Electricity Charges	
7.	Any other (Specify)	
	Total charges per month (Excluding Taxes)	

NOTE:

1) SUCCESSFUL BIDDER, unless specified otherwise in the AGREEMENT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax, Corporate and Personnel taxes levied or imposed on the SUCCESSFUL BIDDER on account of payments received by it from BARTI under the AGREEMENT. It shall be the responsibility of the SUCCESSFUL BIDDER to submit to the concerned Govt. authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

2) Tax shall be deducted at source by BARTI from all sums due to the SUCCESSFUL BIDDER in accordance with the provisions of the Income Tax Act, 1961 and/or any other relevant laws in force at the relevant point of time.

Undertaking:

It is certified that, whatever stated above are true and correct to the best of my knowledge and information.

Date:

Signature of the bidder

Seal in case of Company / Firm