



**Request for Proposal  
For  
Selection of Training Institutes for Coaching of  
Unemployed youth of OBC & Minority Classes for  
Various Competitive Exams under  
Sardar Patel Coaching and Training Yojna- 2020**

(Selection Method – Lowest Cost Based Selection)

RFP Ref No. No. 04/SETC/2020-21

Date: 12/01/2021

The Director,  
State Level Employment and Training Centre (Backward Classes and Minority Welfare),  
Under Government of MP Backward Minority Welfare Department,  
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## DISCLAIMER

The information contained in this Request for Proposal document (RFP) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BCMWD or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the **State Level Employment and Training Centre (SETC)** under Backward Classes and Minorities Welfare Department (BMWD) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SETC in relation to the Scheme/Project. Such assumptions, assessments and statements do not intent to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SETC, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SETC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The SETC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The SETC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The SETC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the SETC is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the SETC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SETC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SETC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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### Abbreviations & Definitions

Terms	Meaning
BMWD	Backward Classes and Minorities Welfare Department
SETC	State Level Employment and Training Centre (Backward Classes and Minority Welfare)
AIIMS	All India Institute for Medical Science
NEET	National Eligibility cum Entrance Test
CLAT	Common Law Admission Test
JEE	Joint Entrance Examination
OBC & M	Other Backward and Minority Class
ESC	Empowered Selection Committee
DA	Designated Authority
BG	Bank Guarantee
RFP	Request for Proposal
FB	Financial Bid
TQ	Technical Qualification
Group "A"	State Service Exams conducted by Madhya Pradesh Public Service Commission
Group "B"	Staff Selection Commission, Indian Railways, IBPS, PEB Exams etc.,
Group "C"	NEET, JEE, CAT, CLAT, CACPT, CS, GATE Exams etc.,
PwDs	Person with Disabilities
MoA	Memorandum of Association
AoA	Articles of the Association
PA	Per Annam

## 1. Introduction

### 1.1. About the SETC:

The State Level Employment and Training Centre (SETC) under the Department of Backward Classes and Minority Welfare is (Institute for Backward Classes and Minorities Welfare) which imparts physical Education and Training to the Other Backward and Minority Classes students of Madhya Pradesh. SETC on behalf of the department, the nodal agency for this training scheme will be Director, State Level Employment and Training Center, (Institute for Backward Classes and Minorities Welfare), Bhopal. Under the scheme, the financial flow / payment of the amount of training related fees to all the selected institution will be done by the nodal agency of the department after getting due administrative approvals. The state level monitoring / coordination of pre-examination training centers, compilation of information will be done through the nodal agency.

The Director, State Level Employment and Training Centre (Backward Classes and Minority Welfare), Bhopal after getting due approvals from the BMWWD the nodal agency will be empowered to issue necessary instructions for effective implementation of the scheme and to take necessary decisions for redressal of the difficulties faced in conducting the training program.

### 1.2. Objective &Background:

The revised Scheme "Sardar Patel Employment Oriented Coaching Scheme 2020" envisaged by the department, will impart a qualitative coaching/training to the Backward Class and Minority Class young men and women before the Pre-examination of various Competitive examinations. The Scheme provides an excellent opportunity for selection in these Competitive examinations through the Coaching made available to eligible youth at their division.

The objective of scheme is to improve the success ratio of Backward and Minority category students in the entrance/ competitive examinations. Under this scheme coaching/professional guidance will be provided to students so that they get equal opportunity in compared to all other students of different categories.

Under the scheme, 100% grant / financial assistance will be provided to selected institution from the State Government for conducting training programs for the coaching. Under the scheme, eligible men and women belonging to backward classes and minorities will get an opportunity to appear in various competitive examinations according to the following groups.

S. No.	Group Category	Courses
1	Group "A"	Madhya Pradesh Public Service Commission (MPPSC) etc.
2	Group "B"	Central Staff Selection Commission (SSC), Indian Railways, IBPS, PEB Exams etc.
3	Group "C"	NEET, JEE, CAT, CLAT, CACPT, CS, GATE Exams etc.

## 2. Definition of Terms

- 2.1. **“Agreement”** means the Agreement to be signed between the successful bidder and SETC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- 2.2. **“Bidder”** means any legal entity as mentioned in para 5.1.1 offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the Training institute with whom SETC signs the agreement for providing its services “.
- 2.3. **“Contract”** is used synonymously with Agreement.
- 2.4. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 2.5. **“Effective Date”** means the date on which this Contract is signed
- 2.6. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 2.7. **‘SETC's Representative / Project Coordinator’** means the person or the persons appointed by the designated authority from time to time to act on its behalf for overall coordination, supervision and project management.
- 2.8. **“Scope of Work”** means all Goods and Services, and any other deliverables as required to be provided by the training institute under this RFP.
- 2.9. **‘Service Level(s)’** means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in the RFP.
- 2.10. **‘Service Specifications’** means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the RFP and the Contract, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the training institute to meet the design criteria.
- 2.11. **“Replacement Service Provider”** means the organization replacing training institute in case of contract termination for any reasons.
- 2.12. **“Services”** means the work to be performed by the agency pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related /ancillary services that may be required to execute the Scope of Work under the RFP.
- 2.13. **‘Timelines’** means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP;

### 3. Bidding Data Sheet

S. No	Particulars	Details
1.	Name of RFP issuing authority and Address for Bid Submission	The Director, State Level Employment and Training Centre (Backward Classes and Minority Welfare), Opposite Police Radio Wireless Office, Bhadbhada Road, BHOPAL-462003.MP
2.	Document Reference Number	No. 04/SETC/2020-21
3.	Date and Place	12/01/2021, Bhopal (Madhya Pradesh)
4.	Availability of the document	RFP is available and downloadable at: <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> All subsequent changes to the RFP shall be published on the above-mentioned websites.
5.	Start date and time for purchase of RFP	12/01/ 2021 at 3:00 PM
6.	Submission of pre-bid queries	Pre bid queries to be shared at dir.setc@gmail.com by 26/01/ 2021 upto 05.30PM
7.	Mode of submission of proposal	Online At <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
8.	Cost of RFP document	<b>INR 1,00,000/- (Rupees One Lakh only) for all 10 divisions (Rs. 10,000/- Per division)</b> Tender Fee will be paid online through e- Procurement portal( <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> ) <i>Note:</i> <i>i. In the case of non-applying division bidder need to select exemption before submission of tender fee. <b>Please refer additional document for more details.</b></i> <i>ii. In case of bidder applies for more then one coaching centers in one division overall tender fee will be Rs. 10,000/- for all applied centers.</i> <i>iii. If bidder applies for multiple division, bidder must pay tender fee for each division accordingly.</i> <i>iv. Tender fee will be non-refundable.</i>
9.	Earnest Money Deposit (EMD)	<b>INR 2,00,000/- (Two Lakh rupees only)</b> - to be paid online through e- Procurement portal <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> ) <i>Note: There will not be any exemption for EMD.</i>

10.	Last date of submission of Proposal	06/02/ 2021, 05.30 PM
11.	Date and Time of opening of Technical Proposal	09/02/ 2021, 03.00 PM
12.	Date of opening of Financial proposal	To be decided later
13.	Submission of Strategic/Action Plan	to be submitted online and hard copy to the office
14.	Duration of the empanelment	1 Years and extendable for 2 more years
15.	Method of Selection	Lowest rate (L-1)
16.	Mode of submission	1. Online (Technical bid & Financial Bid) 2. Offline (Hard Copy of online submitted document and Strategic/Action plan Chart as of copy)

## 4. Instruction to Bidders

This section specifies the procedures to be followed by bidders for the preparation and submission of their Bids. It is important that the Bidder carefully reads and examines all the terms and condition of this RFP.

### 4.1. Instructions

- 4.1.1. The applicant must clearly mention in his covering letter that he/ she is submitting applications for backward class or minority class or both classes.
- 4.1.2. Application fee/ Document fee for all divisions is Rs. 1,00,000/- (10,000/- for each division) In the case of non-applying division bidder need to select exemption before submission of tender fee. Please refer additional document for more details.
- 4.1.3. In case of bidder applies for more then one coaching centers in one division overall tender fee will be Rs. 10,000/- for all applied centers. If bidder applies for multiple division, bidder must pay tender fee for each division accordingly.
- 4.1.4. Each applicant institution has to submit only one EMD even if the number of applications is more than 1.
- 4.1.5. The applied institution can apply for more than one training center but it is necessary to have availability of space and infrastructure at each applied training center as per the terms of the RFP.
- 4.1.6. The institution is expected to submit its applications in the same subjects in which it specializes.
- 4.1.7. When applying on e-tender, it will be mandatory to submit hard copy of all the documents uploaded to the RFP issuing office with in two days after the last date of online bid submission but preferably hard copy of document should be submitted with in two days of online bid submission .
- 4.1.8. The group for which the applicant organization submits its application, it is mandatory to have coaching experience of that group as per the terms of RFP.



- 4.1.9. After Empanelment of coaching / training institutes, it does not mean SETC must release the work order for selected bidder. work order will be released on the basis of availability of funds, quality and capabilities of the training institute.
- 4.1.10. Bidder must submit Self-Declaration Letter duly signed by authorized signatory on letter head as per format for non-blacklisted with any of the Government (Central or State) Semi-Govt. in India in last five years (from the date of submission of bid)
- 4.1.11. Bidder must submit Power of attorney (PoA) to authorize representative for the bid On non-judicial stamp paper of worth Rs. 500.00 – duly attested by Notary Public.
- 4.1.12. Bidder must submit a declaration for confirmation about the submitted information/Details along with proposal are true as per format on Non judicial stamp paper worth of **Rs. 1,000/-** duly attested by Notary Public.
- 4.1.13. From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the SETC (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in bidding data sheet.
- 4.1.14. The bidder shall bear all costs associated with the preparation and submission of its Bid, and the SETC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.1.15. The bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the SETC.
- 4.1.16. In exceptional circumstances, prior to the expiration of the bid validity period, the SETC may request bidders to extend the period of validity of their bids. In case of bidder extending of the bid, the Bidder granting the request shall also extend the bid security/EMD for forty-five (45) days beyond the deadline of the extended validity period.
- 4.1.17. Bidder has to submit duly notarized “Power of Attorney” as per the format provided in Section
- 4.1.18. Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the SETC as non-responsive.
- 4.1.19. The EMD of the unsuccessful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security. No interest will be payable by the SETC on the amount of the EMD.
- 4.1.20. The EMD will be forfeited by SETC on account of one or more the following reasons: If a bidder withdraws its bid during the period of bid validity If the successful bidder fails to sign the contract in accordance with terms and conditions of this RFP. Successful bidder fails to furnish performance bank guarantee as specified in this RFP.
- 4.1.21. The EMD will be forfeited in case of false documentation and bidder will be blacklisted for 3 years
- 4.1.22. Bidder may apply for their specialized group (A/ B/ C).
- 4.1.23. All technical eligibility documents required by this RFP will be for one training center/ premises. If any bidder wants to apply for multiple center/premises in multiple divisions then bidder will submit separate set of documents according to the all technical eligibility.
- 4.1.24. Department may physically verify/inspect the institutes without any prior notification before or after selection.
- 4.1.25. In exception case, if any bidder applying for more than have group then bidder has to submit separate set of documents according to the all technical eligibility.

#### **4.2. Authority / SETC/ESC rights**

- SETC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.
- If SETC face any budget / Financial problem to execute selection of institutes or entire training program then SETC authorities reserves the right to cancel or delay.

### **4.3. Pre-Bid queries and Clarifications**

- 4.3.1. SETC shall ask for Pre-Bid queries as per the timeline mentioned in the Bidding Data Sheet. The interested bidders need to ensure that they have submitted their queries as per the date mentioned in the Bidding Data Sheet.
- 4.3.2. Queries provided by the Bidders should be as per the format provided in the bidding form
- 4.3.3. Response to the queries and clarification shall be uploaded by the SETC on MP e-Procurement Portal.
- 4.3.4. At any time prior to the last date of receipt of the bids, SETC may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a Corrigendum.
- 4.3.5. Any such corrigendum shall become part of this RFP.
- 4.3.6. In order to provide prospective bidder reasonable time for taking the corrigendum into account, SETC may, at its discretion, extend the last date for the submission of the Bid.

### **4.4. Submission of Bids**

- 4.4.1. Bidders who wish to participate in this selection process will have to register on "mptenders.gov.in". Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic financial proposals. Bidders can procure the same from any agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a digital Certificate need not procure new digital certificate.
- 4.4.2. The prices should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.
- 4.4.3. Conditional bids are liable to be rejected.
- 4.4.4. The MP e-Procurement Portal shall not permit the bidder to submit the bids after the deadline for submission of bids.
- 4.4.5. SETC shall not be responsible for delay or non-receipt of the documents/bids.
- 4.4.6. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the ESC may, at its discretion, seek any clarification from bidders.

### **4.5. Selection Process**

#### **4.5.1. Opening of Bids**

- I. The Bids shall be opened by ESC in presence of those Bidders or their representatives who may be present at the time of opening.

- II. The representatives of the bidders should be advised to carry the identity card or a letter of SETC from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- III. There will be two bid-opening events)
  - a) Set 1 (RFP Document Fee & Bid Security/ EMD along with Technical bid)
  - b) Set 2 (Financial bid)
- IV. The venue, date and time for opening the technical bid are mentioned in the bidding datasheet.
- V. The date and time for opening of Financial bid would be communicated to the qualified bidders.
- VI. The Financial Bids of only those bidders will be opened who clears the technical eligibility stage.

#### **4.6. Preliminary Examination of Bids**

ESC shall examine the bids to determine whether they are complete, documents have been properly signed and bids are generally in order. Any bid found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Evaluation Committee and shall not be included for further consideration. Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFP document
- b) Received without the Letter of Authorization (Power of Attorney)
- c) Found with suppression of details
- d) With incomplete information, subjective, conditional offers and partial offers submitted
- e) Submitted without the documents requested
- f) Non-compliant to any of the clauses mentioned in the RFP
- g) With lesser validity period

#### **4.7. Clarification on Bids**

During the bid evaluation, ESC/SETC may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### **5. Qualification and Evaluation Methodology**

#### **5.1. Eligibility Criteria / Technical Qualification**

Following criteria prescribed as the technical criteria for bidder interested in undertaking the project. The bidder shall fulfill the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. Claims without documentary evidence will not be considered.

**5.1.1. Essential Criteria**

S. No.	Parameter	Eligibility criteria	Supporting documents required
1.	Legal Entity	i. It is necessary for the training institute to have their own live registration of 5 years as a society/trust/partner firm/private/public/L.L.P. limited company of Madhya Pradesh ii. Should have GST Number iii. Should have a valid PAN Number	i. Copy of Registration Certificate and Copy of Memorandum of Associations (MOA), Articles of Association (AOA) / by-laws / partnership deed etc. ii. GST Registration Copy iii. PAN Card <i>Note: For Societies and NGO, GST is not mandatory</i>
2.	Financial Strength	i. The bidder should have minimum annual turnover of Rs. 1crore from Coaching / Training activities in each financial years for last three Years (2017-18, 2018-19 & 2019-20) ii. The bidder should have total turnover of Rs. 5 crores from Coaching / Training business in the last three financial years (2017-18, 2018-19 & 2019-20)	1. Certificate from the Chartered Accountant along with the copies of audited Balance sheet for last three years. 2. Copy of detail ITR return i.e. uploaded on ITR portal (years (2017-18, 2018-19 & 2019-20) <i>Note: UDIN must be mentioned in original in Certificate and Balance sheet.</i>
3	Experience	It is mandatory for the training institute to have a minimum of 3 years of experience of training in competitive examinations and should be provided coaching minimum of 500 candidates every year in each group category applied by bidder. (preferable Year 2017-18, 2018-19 & 2019-20)	List of students with complete address with their mobile numbers as proof (details includes enrolment no, photographs)  <i>Note: Details of students should be of last three years.(preferable Year 2017-18, 2018-19 &amp; 2019-20)</i>
6	Space availability	For imparting training to the trainees, it is necessary to have a place of own or rent minimum of 5000 square feet for training.	Registry document / Rent Agreement / Deed document etc.
7	Infrastructure	Adequate infrastructure for training such as audio-visual equipment, projector, subscription of e-learning, rich updated library, furniture, clean drinking water, separate clean toilets, fire extinguishers, CCTV are required.	list of infrastructure along with appropriate proof to be submitted along with self-declaration.

8	Training experts	Minimum 10 Full-time Masters/professionaly.qualified with at least 3 years experienced faculty in the relevant subject is necessary for training. preferably at least one expert is required for each of subject.	CVs of the resources Along with salary slips, declaration by bidder.
9	Logical action plan	The training institute applied must submit a month wise logical action plan to conduct the training.	Logical action plan document for entire coaching duration must be submitted online and hard copy to the office also.
10	Non-Blacklisting	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government (Central or State) Semi-Govt. in India in last five years (from the date of submission of bid)	Self-Declaration Letter duly signed by authorized signatory on letter head as per format <i>On non-judicial stamp paper of worth Rs. 500.00 – duly attested by Notary Public.</i>
11	NitiAayog Registration (Applicable only for NGO)	If the institute is an NGO, it is necessary to be registered with the Government of India, NITI Aayog.	Self Attested Copy of NitiAayog Registration
12	All selection criteria must be fulfilled by the applicant organization itself. Coaching work will not be sanctioned on any franchise/contract basis. Nor will the performance of the said franchise be considered in selection.		

#### 5.1.2. Preference Criteria

S. No.	Parameter	Eligibility criteria	Supporting documents required
1	Government Experience in coaching / training	Priority will be given in the selection for the training institutes holding government work order / Empanelment in the field of coaching and having experience of training under government departments in last three Years.	Copy of Government work order should be submitted.
2	Selection Experience	Selection of students in Group A (at least 1%), Group B (At least 5%) and Group C (at least 10%).	i. List of selected students with complete address with their mobile numbers as proof (details includes enrolment no, photographs) ii. Those institutes who have prior experience with department, they need to upload their students results over scheme portal. (only portal information will be considered.

3	online Coaching facility and Infrastructure	priority will be given in the selection for the coaching institute who have sufficient and adequate infrastructure i.e. e-learning/training platform with video conferencing support to deliver the online classes with software support or web Browser/App supported applications with sufficient Bandwidth/internet and hardware support.	supporting document to ensure the infrastructural availability or capability to establish the infrastructure
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## 5.2. Evaluation Process and selection of agencies

### 5.2.1. Criteria for Evaluation of Bids

- A two-stage procedure will be adopted for evaluation of proposals, with the essential criteria being completed there-after financial proposals being opened and compared. Pursuant to the pre-requisite's criterion Bidders will be short listed for financial Bid. Financial Bids will be opened only for the Bidders who succeed the essential under the eligibility criteria.
- ESC will review the technical Bids of the short-listed Bidders to determine whether the technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- The financial Bids of the bidder will be opened after reviewed and technically qualified bidder.
- Conditional Bids are liable to be rejected.

### 5.2.2. Evaluation of Financial Bids

The financial Bids would be evaluated based on the overall price quoted, as elaborated below:

- The Financial Bids of technically (essential criteria) qualified bidders will be opened on the prescribed date in the presence of ESC and bidder representatives.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected. There should be only one Financial bid submitted. Bids having more than one financial bid would be rejected.
- The decision of the ESC in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The ESC may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their bids. The ESC reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### 5.2.3. Award Criteria

- The bidder who has Lowest rates (L-1) will be selected.
- Each group will have separate L-1 in every division.
- Bidders will be formed by giving successive opportunity to L2, L3, L4.... bidders to match the lowest unit rates finalized as above. Those institutes who matches the rate with L-1 bidder, will be empanel with the department for coaching.
- 
- ESC will reserve the right to select the bidder and work allotment according to the capabilities of institutes , Quality of coaching and availability of funds etc.

### 5.2.4. Project duration and Contract Signing

- Selection of selected training institutes will be done for 1 year in general, but with administrative approval at the government level, the said period can be extended for an additional 2 years. The increase of the said period will be recommended by the selection committee and it will be decided on the basis of financial resources received for training and the performance and results of the institution.
- On the basis of training of training institutes, if it is found that the training level, quality and operation of the institute is not satisfactory, then the department will have the right to cancel the contract and recover the amount taken at any time from the institute. The training institute will be responsible for maintaining the quality of human resource of the training institute and the government or order provider for any amount payable to human resources, including salary, honorarium, fees, allowances or any other dues. Will not be responsible.
- After opening financial bid, Letter of Intent (LOI) will be issued to the selected agency at the earliest.
- In case the bidder does not acknowledge the receipt of LOI within 3 days, SETC will have all rights to select another bidder and issue them LOI.
- After receipt of LOI, the selected bidder has to provide performance security/ Bank Guarantee equal to Rs. 2000/- per student or 10% of bid value of L1 bidder which ever is less of total nos. of the student.
- Within a week from receiving of Performance bank guarantee, contract agreement will be signed between SETC and selected bidder.
- Bidder will be responsible for handling all the cases / events registered by students with respect to this contract, SETC will not be responsible or pay anything additional other than agreed charges.

### 5.2.5. Selection Committee for final selection of physical training institutions, determination of the subject of training institute and number of trainees:

There will be an Empowered Selection Committee for the final selection of trainee institutions, determination of the subject training institute and the number of trainees, which will be as follows:

- Principal Secretary / Secretary, Government of Madhya Pradesh, Department of Other Backward Classes and Minorities Welfare or a representative nominated by him who shall not be below the level of Deputy Secretary- Chairman.
- Commissioner, Other Backward Classes and Minorities Welfare, Madhya Pradesh, Bhopal or a representative nominated by him who will not be lower than Deputy Director - Member,



Principal Secretary / Secretary if any other officer is nominated and Commissioner This selection itself If present on the committee, the commissioner will chair the committee. Director, State Level Employment and Training Center, (Other Backward Classes and Minorities Welfare), Bhopal - Member Secretary

- Nominee representative of the Commissioner, Higher or Technical Education Department - Member.
- Senior Accountant, Office Commissioner, Other Backward Classes and Minorities Welfare, M.P. Or any other senior accountant posted in an institution under the department, Bhopal- Member.

The said committee will submit its report to the Government of Madhya Pradesh through Commissioner, Other Backward Classes and Minorities Welfare, on which the work order will be issued after due administrative approval.

## 6. Scope of Work

### 6.1. Detailed Scope of Work for Training institute

The selected agency is expected to provide the training/coaching services for the OBC and Minority students of the state by extending/leveraging its operations at 10 divisional headquarters i.e.:

S. No.	Division Name
1	Bhopal
2	Indore
3	Jabalpur
4	Gwalior
5	Ujjain
6	Sagar
7	Rewa
8	Narmadapuram (Hoshangabad)
9	Chambal (Morena)
10	Shahdol

As per scheme guidelines, the groupwise training subjects, training duration and sectioned training fee and stipend in form of the subsidy are as follows: -

S. No.	Group Category	Courses	Duration	Maximum Training Fee for entire period (in INR) As per scheme and guidelines	Stipend (in INR)
1	Group "A"	Madhya Pradesh Public Service Commission (MPPSC) etc.	6 Months (Minimum 600 hours / 4 hours daily)	30,000/-	External Student: 1000/- per month Local student: 500/- per month (For last 4 months of course duration )



2	<b>Group “B”</b>	Central Staff Selection Commission (SSC), Indian Railways, IBPS, PEB Exams etc.	4 Months (Minimum 400 hours / 4 hours daily)	20,000/-	External Student: 1000/- per month Local student: 500/- per month (For last 2 months of course duration )
3	<b>Group “C”</b>	NEET, JEE, CAT, CLAT, CACPT, CS, GATE Exams etc.	6 Months (Minimum 600 hours / 4 hours daily)	30,000/-	External Student: 1000/- per month Local student: 500/- per month (For last 4 months of course duration )
<b>Important Note :- In case, Covid-19 guidelines will not permit offline classes then bidder may offer for online coaching at 75% bid value of L1 bidder.</b>					

## 6.2. Training Group-wise Success Rate

- 6.2.1. 1% for Group 'A' (including trainees passing the main examination)
- 6.2.2. 5% for Group 'B' (including trainees receiving placement in government and private sector)
- 6.2.3. 10% for Group 'C' (Those getting the cutoff marks of the entrance examination or more trainee)

## 6.3. Assessment and outcome of training:

There are some variations in the level of courses of Group A, B and C approved under the scheme, there is delay in conducting related entrance examinations and declaration of results. In admissions the success rate of examinations are also different, so under departmental plans, group A, B and C. Third party from independent agency of the trainees for assessing the outcome of training assessment will be done. The agency for assessment will be decided separately by the department every year. In this assessment, there is mandatory the minimum rate of success of Group A will be 25 percent and the minimum rate of success of Group B and C will be 50 percent.

### 6.3.1. Follow-up of placements

The training institutes / government undertakings will follow the selection / placement of the trainees for 02 years from the date of issue of the work order and the information about the selection / placement will be made available to the nodal agency of the department. Institutions giving more success and placement will be given priority in the upcoming selection.

### 6.3.2. Inspection

Timely inspections will be done by head office and district officers of department and officer of the nodal agency.

#### **6.4. Selection of eligible candidates for training**

- 6.4.1. In the newspapers selected by the training institute selected for physical coaching will publish advertisements in the newspaper for selection of trainee and they will receive applications from eligible and deserving students and according to the scheme norms, the applications of the eligible applicants will be given in view of the merit of the educational qualification and the interest of the applicant, by interviewing the applicants through the selection committee constituted at the local level. Will choose the selection committee constituted at the local level will be headed by the departmental District officer or his representative and the officials of the training institution, subject matter experts will be members of this committee.
- 6.4.2. Registration of students selected for training will be done on the portal within 15 days, otherwise the said candidate will not be accepted.
- 6.4.3. Concerned institution will be responsible for qualification and eligibility of the selected candidate for the training.

#### **6.5. Qualifications required for youth of Other Backward Class- to join the training schemes**

- 6.5.1. Must be a resident of Madhya Pradesh only.
- 6.5.2. It is necessary to have another backward class preferential caste certificate in Madhya Pradesh, the list of castes / sub-castes / class-groups included in the declared schedule for Other backward classes.
- 6.5.3. Income from all sources of the family must be within the income limit of the Creamy layer prescribed by the Government of India.
- 6.5.4. Must have the necessary academic qualification for the respective competitive examination.
- 6.5.5. The age limit must be between 17 to 40 years.
- 6.5.6. The applicant will get the benefit of the scheme only once. Regardless of the number of opportunities, the selected training institute will be required to take an affidavit from the applicant that they have not availed any benefit under any similar coaching scheme of the state / central government before it.
- 6.5.7. It will be mandatory for the student selected under the scheme to be present for the entire training period. In case of absence of more than 15 days without any prior notice and valid reason, the registration of the trainee will be canceled. Off-line biometric machines and QR codes will be used in addition to the attendance register to mark the daily attendance of the students.
- 6.5.8. The parent/ Guardian of student should hold proof of income certificate wherein income not exceeding Rs. 8 Lakh per annum.
- 6.5.9. Out of the total approved trainees, 30 percent seats will be reserved for women participants.
- 6.5.10. Out of the total approved trainees, 3 percent places will be marked for Physically handicap. Other candidates can be selected at the above places in the same condition, when the candidates with disability are not available according to eligibility.
- 6.5.11. No criminal case against the applicant should be registered or under consideration in the court.
- 6.5.12. Trainees resident inside the Municipal Corporation / Municipality limits shall be treated as local trainees.

6.5.13. Trainees resident outside the Municipal Corporation / Municipality limits shall be treated as external trainees.

#### **6.6. Qualifications required for eligible men and women belonging to minority groups to join the training scheme**

6.6.1. Must be a resident of Madhya Pradesh only.

6.6.2. Religion prescribed for minority class in Madhya Pradesh, Muslim, Sikh, Jain, Buddhist Christian, Parsi must be one of the religions. (its own declaration is valid)

6.6.3. Income from all sources of the family must be within the income limit of the Creamy layer prescribed by the Government of India.

6.6.4. Must have the necessary academic qualification for the respective competitive examination.

6.6.5. The age limit must be between 17 to 40 years.

6.6.6. The applicant will get the benefit of the scheme only once. Regardless of the number of opportunities, the selected training institute will be required to take an affidavit from the applicant that they have not availed any benefit under any training scheme of the state / central government before it.

6.6.7. It will be mandatory for the student selected under the scheme to be present for the entire training period. In case of absence of more than 15 days without any prior notice and valid reason, the registration of the trainee will be canceled. Off-line biometric machines and QR codes will be used in addition to the attendance register to mark the daily attendance of the students.

6.6.8. The parent/ Guardian of student should hold proof of income certificate wherein income not exceeding Rs. 8 Lakh per annum.

6.6.9. Out of the total approved trainees, 30 percent seats will be reserved for women participants.

6.6.10. Out of the total approved trainees, 3 percent places will be marked for Physically handicap. Other candidates can be selected at the above places in the same condition, when the candidates with disability are not available according to eligibility.

6.6.11. No criminal case against the applicant should be registered or under consideration in the court.

6.6.12. Trainees resident inside the Municipal Corporation / Municipality limits shall be treated as local trainees.

6.6.13. Trainees resident outside the Municipal Corporation / Municipality limits shall be treated as external trainees.

#### **6.7. Attendance of trainees**

6.7.1. Offline biometric attendance of all registered trainees should be taken 02 times daily at the time of entering and leaving the offline / physical training and admission of the trainees to the training center should be ensured by QR code, the necessary records related to attendance are maintained by the institutions.

#### **6.8. Quality of training work**

In order to maintain the quality of training work, State level employment and training institutes will constitute at least 3 teams as per the subject matter experts, who will monitor

the above work from time to time and the teams will report to commissioner through director SETC.

### **6.9. Other Instructions**

- All COVID-19 precautions like Proper sanitization, appropriate distancing, face mask compulsion etc. and other time to time issued guidelines by the government will be maintained by the training institutes for the safety of students.
- The Training institute has to make sure that the Training curriculum adapted is in line with the latest exam pattern for that academic year and update the same as need be.
- The frequency and duration of classes to increase a month before the student is to appear in the examination.
- Training institute has to constitute the batches of students so that student of their regular batch student is also part of batches constituted for students of scheme. Student under scheme should not be treated differently.
- Training institute is also expected to provide guidance/ counselling to the students while filling in entrance exam forms and during the college selection/ counselling process after the respective results are out. Students should also be able to contact the coaching partner's call center through phone calls, emails, etc.
- Training institute shall establish proper measures for student performance monitoring and interpreting likelihood of their selection in the examinations by means of regular tests/mock tests. Result/reports in this concern have to be shared monthly by training institute with the SETC.
- General well-being and security of students while they are in the premises of Training institute will be the responsibility of Training institute.
- Medium of teaching/pedagogy should be in English and Hindi both. Training institute has to make sure that the students coming from Hindi medium background should not face any challenges and language should not become the bottleneck in their success. If required extra classes of English can be taken which may help in competitive examinations.
- Training institute has to provide teaching material either in English or Hindi as per requirement of student in hardcopy and softcopy.
- Training institute should maintain the records of:
  - o Pre decided action plan including teaching strategies, evaluation etc.
  - o Number of lectures taken
  - o Duration of lectures
  - o Attendance of lecturers
  - o Attendance of students
  - o Number of students studying in each center
  - o Performance of students and their progress
- The reports with above parameters should be sent to SETC on monthly basis.

### **6.10. Periodic Inspection**

- 6.10.1. Training institute shall be assessed periodically as deemed fit by the SETC by means of Student Training Feedback Surveys, surprise visits, inspections etc.
- 6.10.2. In case of gaps identified in functioning or quality of training institute's performance or noncompliance, appropriate deductions shall be made from forthcoming payment.
- 6.10.3. The SETC envisage to setup all means of basic functionalities in a time-bound qualitative manner such that the students receive quality education from the agency. In consideration of this, the on boarded agency shall be responsible for the timely delivery of services as described in the bidding document.

## 7. Payment Schedule

The department shall deduct 5% of the approved grant under Training fee, and shall pay the remaining amount under 3 serviceable installments to the Training institute. Stipend sanctions shall be made in two installments based on the progress made in the Training activities, and after the nodal agency has taken due permissions from the Head of the Department, in the manner stated below. The deducted 5% amount shall be provided only after the Training institute has shown the progress compliance and shall be paid after the successful completion of the Training program. (Result of the institution should be as per RFP point 6.2) The Training institute can claim the deducted 5% amount within 1 year only since the completion of Training program.

### 7.1. First installment

Based on the guideline training institute will be selected and agreement will be executed. The selected bidder needs to submit list of selected trainees and other relevant information to nodal agency, the nodal agency will deduct 5% and pay the 45% of the remaining as a list instalment

### 7.2. Second installment

After start of the training work and submission of the necessary information in the nodal agency office, will pay 30% of the remaining amount as a second instalment and 50 % of the total sanctioned stipend will be provided, as a first instalment of stipend.

### 7.3. Third installment

After submission of information in the prescribed form of attendance of candidates, progress of training, assessment, certification and placement to the nodal agency then the remaining 25% of the training fee will be paid as a third instalment and remaining payment of 50% of the total sanctioned stipend payment will be done through the electronic medium in the bank account of the training institution. If the success rate of the trainees registered in the training institute is not in accordance of the scheme rule provision, the deducted amount of 5% of the training fee will not be paid to the concerned training institute.

### 7.4. Amount included in the training fee

- 7.4.1. The Training institution will be paid honorarium, building rent, registration fee, assessment fee, library, student kit, educational material and necessary accessories, etc. from the training fee amount provided to the selected training institute.
- 7.4.2. All other taxes related to the government will be paid by the training institute according to eligibility from the amount of training fee, for this, separate amount will not be sanctioned. TDS determined as per Income Tax rules will be deducted.
  - In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations
- Final deciding authority for any payment related issue will be SETC.

## 8. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected by the Training institute to SETC for the duration of this contract. SETC shall regularly review the performance of the services being provided by the Training institute and the effectiveness of this SLA.

## 9. General Conditions of Contract

### 9.1. Contract and Interpretation Law and Language

9.1.1. The Contract shall be governed by and interpreted in accordance with laws of India.

9.1.2. The language of the Contract shall be stated in the English/Hindi or both.

### 9.2. Time for Commencement and Completion

9.2.1. Agency shall commence work as per the period specified in the RFP. Agency shall thereafter proceed with the facilities in accordance with the time schedule specified in the implementation schedule and any refinements made in the Agreed and finalized project plan. Failure on the part of the agency to meet the timelines will entail SETC to invoke the termination provision as contained herein.

10.2.2. Consortium: Consortium is not allowed at any stage.

### 9.3. General

9.3.1. Notice:

All notices, requests or consents shall be sent to a Party hereto at its address, contact number and e-mail address specified in bidding data sheet or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto. All such notices and communications shall be effective:

- o if sent by registered post, when delivered with deliver receipt
- o if sent by person, when delivered with delivery receipt,
- o if sent by e-Mail, followed by hardcopy with e-mail acknowledgement

Either Party may change its address, contact number and email address for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

### 9.4. Performance Security/ Performance Bank Guarantee

- Agency shall, within fifteen (15) days of the issuance of Order, provide an unconditional, irrevocable and continuing security for the due performance of the contract as per the Bidding datasheet.



- The performance security shall be valid for a period of 24 months beyond the expiry of the contractor any extended period. If the Performance Security is liquidated /encased, in whole or in part, during the currency of the Performance Security or the term of the contract the Agency shall top up the Performance Security with the same amount as has been encased within 15 days of such encashment without demur.
- In the event of the Agency being unable to service the contract for reasons attributable to the
- Agency, SETC would invoke the Performance Security. In the event the Agency has not been provided notice / cure period for the relevant breach/default etc. under any other clause of this Agreement,
- the SETC shall give 30 days' notice / cure period to Agency prior to invoking Performance Security. Notwithstanding and without prejudice to any rights whatsoever of the SETC under the Agreement in the matter, the proceeds of the Performance Security shall be payable to the SETC as compensation for any loss resulting from the failure of TRAINING INSTITUTE to perform/comply its obligations under the contract. The SETC shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Agency is in default.
- The SETC shall also be entitled to make recoveries from the Agency's bills, Performance Security, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- In case the Project is delayed beyond the timelines as mentioned in RFP due to reasons attributable to agency, the PBG (any one or both, if not returned) shall be accordingly extended by the Training institute till completion of scope of work as mentioned in RFP.

## **9.5. Taxes and Duties**

- 9.5.1. For services supplied under this RFP, the agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the SETC.
- 9.5.2. All payments to the Training institute shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule or regulation. SETC shall provide the Training institute with the original tax receipt of any withholding taxes paid by SETC on payments under this contract within reasonable time after payment. All costs, damages or expenses which SETC may have paid or incurred, for which under the provisions of the contract, the Agency is liable, the same shall be deducted by SETC from any dues to the Agency.
- 9.5.3. 7.1.13 Should the Agency fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Agency, as the case may be shall pay the same.

## **9.6. Indemnity**

- 9.6.1. The agency (the "Indemnifying Party") undertakes to indemnify BMW department and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default or lack of due care.
- 9.6.2. Indemnified Party promptly notifies the Indemnifying Party in writing of a third-party claim against the Indemnified Party that any Services provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third

party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by the Indemnified Party's misuse or modification of the Services; If any Services is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either

- (i) procure the right for Indemnified Party to continue using it, or
- (ii) replace it with a non-infringing equivalent, or
- (iii) modify it to make it non-infringing.

9.6.3. The indemnities set out in this Clause shall be subject to the following conditions:

- a) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
- b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
- c) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at the Indemnifying Party's sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manners it may deem appropriate;
- d) in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

## 9.7. Default

The failure on the part of Agency to perform any of its obligations or comply with any of the terms of the RFP and the Contract shall constitute an Event of Default on the part of the Agency. The events of defaults mentioned above may include but not restricted to inter-alia the following:

- 9.7.1. Agency's Team has failed to perform any instructions or directives issued by the BMW Department which it deems proper and necessary to execute the scope of work or provide services under the RFP; and/or
- 9.7.2. there is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency; and / or
- 9.7.3. Agency's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
- 9.7.4. Agency's Team has failed to comply with or adhere to perform its obligations under the terms & conditions of the contract. Quality of products, deliverables and services consistently not being to the satisfaction of SETC. There is an undue delay in achieving the agreed timelines for delivering the services under. this contract due to reasons solely attributable to the Agency; If it comes to knowledge of SETC that the Agency have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- 9.7.5. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, SETC shall issue a notice of default to the Agency, setting out specific defaults / deviances / omissions and providing a period of up to thirty (30) days to enable the Agency to remedy the default/ deviances / omissions committed.

## 9.8. Termination



SETC may, terminate the Contract in whole or in part by giving the Agency a prior and written notice of 15 days indicating its intention to terminate the Contract under the following circumstances:

#### **Termination for breach**

9.8.1. Where the BMW department is of the opinion that there has been such event of default on the part of the agency which has not been cured within 15 days' notice period.

#### **Termination for Insolvency:**

9.8.2. SETC may at any time terminate the Contract with immediate effect, without compensation to the Training institute, if the Training institute becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SETC. Upon such termination, SETC shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Agency, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SETC.

#### **Termination for Convenience**

9.8.3. SETC may terminate the Contract for convenience by giving 15 days prior written notice.

### **9.9. Arbitration**

SETC and the successful bidder shall make every effort to resolve amicably by direct informal or formal form of negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such negotiations, SETC and

the agency has been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at Bhopal Madhya Pradesh State and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi. The decision of the arbitrator shall be final and binding upon both Parties.

### **9.10. Force Majeure**

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labor disputes, insurrections, civil commotion, war, enemy actions.

If a Force Majeure arises, the Agency shall promptly notify SETC in writing of such condition and the cause thereof. Unless otherwise directed by SETC, the Agency shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

### **9.11. Change Order**

SETC may at any time order the Training institute through Notice, to make changes within the general scope of the Contract with relation to the services to be provided by the Agency as per scope of work of this RFP. If any such change causes an increase or decrease in the cost of, or the time required for, the Training institute's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within thirty (30) days from the date of the Training institute's receipt of the SETC's change order. Prices to be charged by the Training institute for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties

and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services. Upon receiving any revised requirement/advice, in writing, from the SETC's Representative, the Training institute would verbally discuss the matter with Representative. In case such requirement arises from the side of the Training institute, he would also verbally discuss the matter with SETC's Representative giving reasons thereof.

If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared in writing and signed by the Agency and SETC to confirm a "Change Order" and basic ideas of necessary agreed arrangement. The estimated cost and time impact indicated by Agency shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The final deciding authority on change order will be Commissioner, SETC.

#### **9.12. Limitation of Liability**

The liability of the Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, Services covered by the RFP and the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The foregoing limitation of liability will not apply to indemnification obligations and confidentiality obligations of the Agency under this contract.

#### **9.13. Audit, Access and Reporting**

SETC reserves the right to inspect and monitor the quality of services at any given point. SETC shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Agency of its obligations/functions in accordance with the standards committed to or required by SETC.

#### **9.14. Confidentiality**

SETC may share certain confidential information with the Training institute and the Training institute shall maintain the highest level of secrecy, confidentiality and privacy with regard to such confidential information. The Training institute shall use its best efforts to protect the confidentiality and proprietary of confidential information.

Additionally, the Training institute shall keep confidential all the details and information with regard to the Project. The Training institute shall use the information only to execute the Project. SETC shall retain all rights to prevent, stop and if required take the necessary punitive action against the Training institute regarding any forbidden disclosure. The Training institute may share the confidential information with its employees and subcontractors but only strictly on a need-to-know basis. The Training institute shall execute non-disclosure agreement with SETC in

the format provided by SETC and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by SETC with respect to this Project. It is however clarified that confidential information does not include information which is lawfully available in the public domain.

### **9.15. Documents forming part of Agreement**

The following documents shall be deemed to form and be read and constructed as part of the Contract viz.:

- i. The Contract;
- ii. The RFP comprising of any corrigenda, clarification thereto;
- iii. The Proposal of the TRAINING Institutes accepted by the designated authority along with any related documentation.
- iv. The designated authority's Letter of Award;
- v. The CA's Acceptance of Letter of Award, if any;
- vi. The Corporate Non-disclosure agreement and any other document to be submitted by
- vii. the TRAINING INSTITUTE and appended to this Agreement.

### **9.16. Commencement and Progress**

The training institute shall commence the performance of its obligations in a manner as specified in the Scope of Work and other provisions of the Contract from the Effective Date. Training institute shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract. training institute shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that training institute's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder. Training institute shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, coaching, safety and security practices. It shall employ appropriate advanced technology practices and safe effective equipment, machinery, material and methods applicable. v shall always act, in respect of any matter relating to this Contract, as faithful advisors to the designated authority and shall, at all times, support and safeguard the designated authority 's legitimate interests in any dealings with Third parties.

### **9.17. Reporting Progress**

Training institute shall monitor progress of all the activities related to the execution of the Contract and shall submit to the designated authority, progress reports with reference to all related work, milestones and their progress during the contract period. The designated authority reserves the right to inspect and monitor/ assess the progress/performance of the work / services at any time during the course of the Contract, after providing due notice to the training institute. The designated authority may demand and upon such demand being made, training institute shall provide documents, data, material or any other information pertaining to the Project which the designated authority may require, to enable it to assess the progress/ performance of the work /service under the Contract. At any time during the course of the Contract, the designated authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by training institute of its obligations/ functions in accordance with the standards committed to or required by the designated authority and training institute undertakes to cooperate with and provide to the designated authority / any other agency appointed

by the designated authority, all documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts pertaining to other projects. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the training institute failing which the designated authority may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the training institutes out of the purview of audit/inspections.

Without prejudice to the foregoing, the training institute shall allow access to the designated authority or its nominated agencies to all information which is in the possession or control of the training institute and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the designated authority to comply with the terms of the Audit, Access and Reporting provision set out in this Contract.

### **9.18. Statutory Requirements**

During the tenure of the Contract the training institute shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under the Contract and nothing shall be done by training institute in contravention of any law, act and/ or rules/regulations. and shall keep designated authority indemnified in this regard.

### **9.19. Obligations of the designated authority (SETC)**

The obligations of the designated authority described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP are to be read harmoniously. Without prejudice to any other undertakings or obligations of the designated authority under the Contract or the RFP, the designated authority shall perform the following:

- a) The designated authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning,
- b) Acceptance Certificate(s), payments etc. to training institute.  
The designated authority shall ensure that timely approval is provided to training institutes and when required, which may include approval of project plans, implementation methodology, documents, specifications, or any other document necessary in fulfillment of the contract.

### **9.20. Performance Security / Bank Guarantee**

Bank guarantee by the selected training institutes must be submitted to the nodal agency/SETC office along with contract before the starting of training / coaching work for offline / physical coaching at the rate of Rs. 2000/- per student according to the approved number of students. so that in case of any irregularity by the selected training institute during the training period, the training fee paid from the concerned training institute bank guarantee can be recovered according to the rules.

## 10. ANNEXURES

### 10.1. Format for Technical Proposal Cover letter

[ON BIDDERS LETTERHEAD]

To,  
The Director,  
State Level Employment and Training Centre  
(Backward Classes and Minority Welfare),  
Opposite Police Radio Wireless Office,  
Bhadbhada Road, BHOPAL-462003.MP  
Date: DD/MM/YYYY

Sub: Letter for Submission of center details, applied and acceptance by bidder.

Ref: Selection of Coaching/ Training Agency to provide Coaching to OBC student/Minority student/OBC and Minority student of Madhya Pradesh for Preparation of National/State Level Competitive Entrance Examinations (Bidding Document No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_)

Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide our services as required and outlined in the RFP.

Our institution is applying for coaching of OBC/Minority/obc and minority Students in Group A/ Group B/Group C/Competitive exams. Detail of proposal training center is as follows -

Class of participating candidate (OBC/Minority or obc-minority both)

s.no.	Institute Name	Address	Group	OBC / Minority or Both (Please mention)	Division Name

We hereby declare that in case we are chosen as successful bidder, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response with or without assigning any reason whatsoever.

#### Authorized Signatory

**Name:**

**Designation:**

## 10.2. TECHNICAL BID FORMAT

Tender No: .....

Sub: Submission of technical bid.

Details of the Bidder		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
G.	Telephone No. (with STD Code) and Mobile Number	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Institutions turnover of last three financial years incoaching and Training)	FY 19-20: FY 18-19: FY 17-18:
L.	GSTIN Number (Not mandatory for NGO)	
M.	PAN	
N.	EMD Details	Instrument: Bank Guarantee / Demand Draft Transection no. Date: Amount Bank Name:

**Select your specialized group for divisions.** *(please mark right sign to select in the columns)*

S. No.	Division Name	Group "A"	Group "B"	Group "C"
1	Bhopal			
2	Indore			
3	Jabalpur			
4	Gwalior			
5	Ujjain			
6	Sagar			
7	Rewa			
8	Narmadapuram			
9	Chambal			
10	Shahdol			

**Seal of the company:**

**(Authorized Signatory)**

**Name and Title:**

**10.3. FORMAT FOR UNDERTAKING FROM THE BIDDER**

*(on non-judicial stamp paper of worth Rs. 1000.00 – duly attested by Notary Public)*

To,  
The Director,  
State Level Employment and Training Centre  
(Backward Classes and Minority Welfare),  
Opposite Police Radio Wireless Office,  
Bhadbhada Road, BHOPAL-462003.MP

Sub: Submission of Undertaking from the bidder.

Dear Sir,

With reference to Tender No. .... dated  
....., we hereby submit our bid in the prescribed format as desired by SETC. We  
hereby also accept the terms & conditions prescribed in the bid document.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to SETC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

Thanking you,

**Yours faithfully**

**Authorized Signatory**

**Name:**

**Designation:**



#### **10.4. FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED PERSON**

*(on non –judicial stamp paper of worth **Rs. 500.00** – duly attested by Notary Public)*

Know all men by these presents, we, ..... registered office at  
.....  
..... do hereby constitute, nominate, appoint and authorize Mr./Mrs.  
..... and presently residing  
..... who  
is presently employed with us and holding the position of  
..... as our true and lawful attorney (hereinafter referred to  
as the “Authorized Signatory or Attorney”) to do in our name and on our behalf, all such  
acts, deeds and things as are necessary or required in connection with or incidental to  
submission of our Proposal for Invitation of online bids for  
.....  
....., including  
but not limited to signing and submission of all applications, proposals and other  
documents and writings, and providing information/ responses to State Level Employment  
and Training Centre (SETC), representing us in all matters before SETC, signing and  
execution of all contracts and undertakings consequent to acceptance of our proposal and  
generally dealing with SETC in all matters in connection with or relating to or arising out of  
our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or  
caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise  
of the powers conferred by this Power of Attorney and that all acts, deeds and things done  
by our said Authorized Representative in exercise of the powers hereby conferred shall and  
shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE  
ABOVE-NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF  
....., 2021

**For .....**

**Authorized Signatory**

**Name:**

**Designation:**

**Witnesses:**

1. ....

2. ....

**Notarized**

**Accepted**

**Signature:**

**Name:**

**Address:**

### 10.5. CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER (ON CA LETTER HEAD)

Ref. Tender No.

To,  
The Director,  
State Level Employment and Training Centre  
(Backward Classes and Minority Welfare),  
Opposite Police Radio Wireless Office,  
Bhadbhada Road, BHOPAL-462003.MP

Sub: Submission in certificate in support of finance turnover.

Dear Sir,

In response to the tender ref. no. ....  
dated....., we hereby declare that the details of total turnover during last three  
years as follows:

No.	Financial Year	Annual turnover from training and Coaching (INR)
1	2017-18	
2	2018-19	
3	2019-20	
<b>Total Turnover</b>		

*Note: Document must be submitted in original.*

Thanking you

**Name of Audit Firm:**

**Name:**

**M No.:**

**UDIN No.:**

**10.6. UNDERTAKING APROPOS NOT BEING BARRED/BLACKLISTED**

*(on non –judicial stamp paper of worth Rs. 500.00 – duly attested by Notary Public)*

Ref: Tender No. :.....

To,  
The Director,  
State Level Employment and Training Centre  
(Backward Classes and Minority Welfare),  
Opposite Police Radio Wireless Office,  
Bhadbhada Road, BHOPAL-462003.MP

Sub: Submission of undertaking for non-blacklisting.

Dear Sir,

We hereby undertake that we have not been currently blacklisted by any Central Govt.  
/State Govt. / Semi Govt. Organization / Autonomous Bodies

**Yours faithfully,**

**Authorized Signatory**

**Name & Title of Signatory:**

**Name of Bidder:**

**10.7. Format for details of qualified teachers for providing Entrance Exam Coaching**  
[ON BIDDERS LETTERHEAD]

To,  
The Director,  
State Level Employment and Training Centre  
(Backward Classes and Minority Welfare),  
Opposite Police Radio Wireless Office,  
Bhadbhada Road, BHOPAL-462003.MP

Sub: Declaration about number of qualified teachers providing coaching

Ref: Selection of Coaching Agency at Bhopal to provide Training to OBC & Minority Students of Madhya Pradesh for Preparation of Competitive Entrance Examinations

(Bidding Document No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_)

Sir,

In response to the above-mentioned RFP I, \_\_\_\_\_, as \_\_\_\_\_ of M/s \_\_\_\_\_, hereby declare that, there are .....No. of teachers imparting coaching to students in various subjects for different courses. The details of teachers, their subjects and course are given in following table, the information provided is true to best of my knowledge and any willful misstatement described herein may lead to disqualification of my institute.

The data is to be shared in following format with supporting evidence of copy of result of last 3 month's pay slips, Degree certificate

S. No.	Name of teacher	Gender & Age	Qualification	Total Experience	Contact No	Email ID	Documentary evidence to be attached: Pay slip, Degree Certificate, Experience Certificate.

*Note: Group photograph of faculties should be submitted.*

**Yours faithfully,**

**Authorized Signatory**

**Name & Title of Signatory:**

**Name of Bidder:**

**10.8. Financial Bid Format with cover letter****Format for Financial Proposal Cover Letter [ON BIDDER'S LETTERHEAD]**

Ref: Tender No. :.....

To,  
The Director,  
State Level Employment and Training Centre  
(Backward Classes and Minority Welfare),  
Opposite Police Radio Wireless Office,  
Bhadbhada Road, BHOPAL-462003.MP

Sub: Covering letter for Financial Proposal for referred Bidding Document

Ref: Selection of Agency to provide Coaching/ Training to OBC & Minority Students of Madhya Pradesh for Preparation of National Level Competitive Entrance Examinations, for providing Training of, (Bidding Document No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_)

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the Coaching Agency and carry out the work as and outlined in the RFP. We have carefully read and understood the terms and conditions of the RFP applicable to the Bidding Document and we do hereby undertake Services as per these terms and conditions. We declare that our prices are as per the conditions/ specifications and bid documents. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the Bidding Document. We hereby confirm that all the prices mentioned in the financial proposal are in Indian National Rupee (INR) only and shall remain valid throughout the contract agreement period. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security in the form prescribed in the RFP. We agree that you are not bound to accept any proposal you may receive. We also agree that you reserve the right in absolute sense to reject the bid completely with or without assigning any reason whatsoever. It is hereby confirmed that I am entitled to act on behalf of our institutes empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Authorized Signatory with seal

Name of authority:

Firm / Institute name:

### Format for Price Bid

Following is the price bid format. The bidders can bid for one or more than one division. Bidder also have choice to select courses for which they are willing to provide coaching as per their core competency.

Fee per student for entire coaching duration (in Rs.) Inclusive all taxes

S. No.	Division Name	Group A (Tenure: 6 Months)		Group B (Tenure: 4 Months)		Group C (Tenure: 6 Months)	
		Rs. in figures	Rs. in words	Rs. in figures	Rs. in words	Rs. in figures	Rs. in words
1	Bhopal						
2	Indore						
3	Jabalpur						
4	Gwalior						
5	Ujjain						
6	Sagar						
7	Rewa						
8	Narmadapuram						
9	Chambal						
10	Shahdol						

(Rate/cost should be filled by the bidder for applied group and division.)

Under the scheme and guideline maximum permissible training fee for Group A, Group B and Group C category for entire course duration are as follows:

S. No.	Group Category	Courses	Duration	Maximum permissible Training Fee for entire period (in INR)
1	Group "A"	Madhya Pradesh Public Service Commission (MPPSC) etc.	6 Months (Minimum 600 hours / 4 hours daily)	30,000/-
2	Group "B"	Central Staff Selection Commission (SSC), Indian Railways, IBPS, PEB Exams etc.	4 Months (Minimum 400 hours / 4 hours daily)	20,000/-
3	Group "C"	NEET, JEE, CAT, CLAT, CACPT, CS, GATE Exams etc.	6 Months (Minimum 600 hours / 4 hours daily)	30,000/-

*Note: bidders are requested to submit their rates accordingly.*

Authorized Signatory with seal

Name of authority:

Firm / Institute name:

### 10.9. Check-List

S. No.	Parameter	Supporting documents Submitted	Submitted (Yes/ No)	Page No.
1.	Legal Entity	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate or Copy of Memorandum of Associations (MOA), Articles of Association (AOA) / by-laws / partnership deed etc.</li> <li>• GST Registration Copy</li> <li>• PAN Card</li> </ul> <p><i>Note: For Societies and NGO, GST is not mandatory</i></p>		
2.	Financial Strength	<ul style="list-style-type: none"> <li>• Certificate from the Chartered Accountant along with the copies of audited Balance sheet for last three years.</li> <li>• copy of detail ITR i.e. uploaded on IT portal (Year 2017-18, 2018-19 &amp; 2019-20)</li> </ul> <p><i>Note: UDIN must be mentioned in original.</i></p>		
3	Experience	<p>List of students with complete address with their mobile numbers as proof (details includes enrolment no, photographs)</p> <p><i>Note: Details of students should be of recent three years.</i></p>		
4	Government Experience in coaching / training	Copy of Government work order should be submitted.		
5	Selection Experience	List of selected students with complete address with their mobile numbers as proof (details includes enrolment no Marksheet/offer letter photographs)		
6	Space availability	Registry document / Rent Agreement / Deed document etc.		
7	Infrastructure	Appropriate proof to be submitted along with self-declaration.		
8	Training experts	CVs of the resources Along with salary slips, HR declaration.		
9	Logical action plan	Logical action plan document must be uploaded.		



<b>10</b>	Power of attorney	On non –judicial stamp paper of worth Rs. 500.00 – duly attested by Notary Public		
<b>11</b>	Annexure 10.1	Format for Technical Proposal Cover letter		
<b>12</b>	Annexure 10.2	Technical bid format		
<b>13</b>	Annexure 10.3	Format for undertaking from bidder <i>(on non –judicial stamp paper of worth Rs. 1000.00 – duly attested by Notary Public)</i>		
<b>14</b>	Annexure 10.4	Format for the power of attorney for nominating / appointing authorized person <i>(on non –judicial stamp paper of worth Rs. 500.00 – duly attested by Notary Public)</i>		
<b>15</b>	Annexure 10.5	Certificate in support of financial turnover (on CA letter head)		
<b>16</b>	Annexure 10.6	Undertaking apropos not being barred/ blacklisting <i>(on non –judicial stamp paper of worth Rs. 500.00 – duly attested by Notary Public)</i>		
<b>17</b>	Annexure 10.7	Format for details of qualified teachers for providing Entrance Exam Coaching		
<b>18</b>	Annexure 10.8	Financial Bid with cover letter		

-----END OF THE DOCUMENT-----