### कार्यालय संचालक, राज्य स्तरीय रोजगार एवं प्रशिक्षण केंद्र, (पिछडा वर्ग एवं अल्पसंख्यक कल्याण) पुलिस वायरलेस स्टेशन के सामने भदभदा रोड़, भोपाल 462003

### / / विज्ञप्ति / /

मध्यप्रदेश शासन पिछड़ा वर्ग तथा अल्पसंख्यक कल्याण विभाग द्वारा संचालित सरदार पटेल कोचिंग प्रशिक्षण योजना अंतर्गत विभिन्न रोजगारोन्मुखी प्रतियोगी परीक्षाओं के परीक्षा पूर्व प्रशिक्षण कार्यक्रम के वित्तीय वर्ष 2024-25 में संचालन हेतु पात्र, अनुभवी संस्थाओं से प्रस्ताव एम.पी. ई-टेण्डर के माध्यम से आमंत्रित किये जाते हैं। विस्तृत विज्ञापन एवं विज्ञप्ति की शर्ते विभागीय वेबसाईट www.bcwelfare.mp.nic.in एवं www.mptenders.gov.in पर देखी जा सकती है। ई-टेण्डर के माध्यम से प्रस्ताव प्रस्तुत करने की अंतिम तिथि 10.09.2024 सांयकाल 5:30 बजे तक निर्धारित है। विलम्ब से प्राप्त आवेदन पत्रों पर विचार नहीं किया जावेगा। ऑन लाईन अपलोड किये गये अभिलेखों की हार्डकॉपी का सेट दिनांक 12.09.2024 को सांय 5:00 बजे तक कार्यालयीन पते पर पहुँचना अनिवार्य है।

संचालक.

राज्य स्तरीय रोज. एवं प्रशि. केंद्र. (पिछड़ा वर्ग एवं अ.सं.क.), भोपाल

- अॉन लाईन ई—टेण्डर भरते समय रखी जाने वाली प्रमुख सावधानियां एवं महत्वपूर्ण निर्देश :— (1) तकनीकी प्रस्ताव के साथ किसी भी दशा (हार्डकॉपी अथवा सॉफ्ट कॉपी) में वित्तीय प्रस्ताव संलग्न नहीं किया जाना है। वित्तीय प्रस्ताव की गोपनीयता बनाये रखने की समस्त जिम्मेदारी आवेदित संस्था की होगी। उल्लंघन किये जाने की रिथति में संबंधित संस्था के संपूर्ण आवेदन निरस्त कर दिये जावेंगे।
- (2) आवेदित संस्था को रूपये 5.00 लाख प्रति विषय प्रति संभाग की दर से वापसी योग्य EMD ऑन लाईन ई—प्रोक्योरमेंट पोर्टल के माध्यम से जमा करना अनिवार्य है। यदि कोई आवेदक संस्था 02 संभाग वर्ग में 03 विषय समूह अंतर्गत आवेदन करता है, तो उसे रूपये 05 लाख प्रति विषय प्रति संभाग की दर से कुल रूपये 30 लाख EMD ऑन लाईन ई—प्रोक्योरमेंट पोर्टल के माध्यम से जमा करना होगी।
- (3) आवेदित संस्था का विगत 05 वित्तीय वर्षों में से कोई 03 वित्तीय वर्ष (वित्तीय वर्ष 2019–20, 2020–21, 2021–22, 2022–23 एवं 2023–24) का कोचिंग एवं ट्रेनिंग गतिविधियों का न्यूनतम टर्न ओवर 01 करोड़ प्रतिवर्ष एवं कुल 05 करोड़ होना अनिवार्य है। समर्थन में आवेदित संस्था को सनदी लेखाकार से प्रमाणित, निर्धारित प्रारूप का प्रमाण–पत्र (UDIN के साथ) संलग्न करना, बिन्दु क्रमांक 03 के अनुसार वित्तीय वर्षों के ऑडिटेड फाईनल अकाउन्ट्स जिसमे रिसीप्ट एण्ड पेमेन्ट, प्रॉफिट एण्ड लॉस, बैलेन्सशीट सभी संलग्नक जिसमे सेग्रीगेशन ऑफ टर्न ओवर भी शामिल है सिहत एवं बिन्दु क्रमांक 03 के अनुसार वित्तीय वर्षों के डिटेल्ड ITR रिटर्न जो कि ITR पोर्टल से डाउनलोड किये गये हो। इसके अतिरिक्त एक्नॉलेजमेंट, केल्कूलेशन शीट एवं डिटेल्ड रिर्टन भी साथ में संलग्न करना अनिवार्य है।
- (4) आवेदित संस्था को प्रत्येक आवेदित विषय के लिए प्रतिवर्ष प्रशिक्षित न्यूनतम 500 प्रशिक्षणार्थियों की वित्तीय वर्ष 2019—20, 2020—21, 2021—22, 2022—23 एवं 2023—24 में से कोई भी न्यूनतम 03 वर्षों की जानकारी निर्धारित बिन्दुओं में अनिवार्यतः संलग्न करना है।
- (5) आवेदित संस्था को प्रत्येक आवेदित केंद्र के लिए प्रथक—प्रथक जीवित किरायानामा, ऑनरिशप डीड के प्रमाणित अभिलेख प्रस्तुत करना अनिवार्य है।
- (6) आवेदन के साथ संलग्न सभी अभिलेख निर्देशानुसार निर्धारित प्रपत्र में तथा अधिकृत / हस्ताक्षरकर्ता द्वारा प्रमाणित होना अनिवार्य है।

# निविदा राशि (Tender Fee) एवं EMD, पोर्टल (https://mptenders.gov.in/) पर जमा करने के निर्देश

(7) यदि कोई निविदा दाता अधिकतम अनुमत्य 04 संभाग वर्गों एवं साथ ही अधिकतम अनुमत्य 04 विषय वर्गों के लिए निविदा भरना चाहता है, तो उसे पोर्टल पर उल्लेखित Tender Fee की संपूर्ण राशि रूपये 15,000/— प्रति संभाग, प्रति विषय की दर से कुल अधिकतम 16 टेण्डर्स के लिए कुल राशि रूपये 2,40,000/— रूपये एवं EMD राशि रूपये 05

लाख प्रति संभाग, प्रति विषय की दर से कुल अधिकतम 16 टेण्डर्स के लिए कुल EMD राशि 80 लाख ऑन लाईन जमा करनी होगी।

- (8) यदि कोई निविदा दाता एक संभाग या एक से अधिक एवं 04 से कम संभाग वर्गों के लिए तथा एक विषय से अधिक एवं अधिकतम 04 विषयों से कम विषय वर्गों के लिए निविदा भरना चाहता है, तो उसे पोर्टल पर EMD Exemption एवं Tender Fee Exemption सुविधा का उपयोग इस प्रकार से करना होगा।
- पहले निविदा दाता को Tender Fee Exemption एवं EMD Exemption विकल्प में Yes को चयनित करना है तथा Exemption Document में आवेदन किये गये संभाग वर्गों की जानकारी (परिशिष्ठ—9.2) की स्कैन कॉपी जमा कर Exemption Value में वह राशि भरना है, जो उसे संपूर्ण Tender Fee एवं EMD Fee के रूप में जमा नहीं करनी हैं।
- उदाहरण :— (1) यदि संपूर्ण Tender Fee की राशि 04 संभाग वर्गों एवं 04 विषय वर्गों के लिए रूपये 2,40,000 /— (रूपये 15,000 /— प्रत्येक संभाग वर्ग प्रत्येक विषय के लिए) है तथा निविदादाता 02 संभाग वर्गों के लिए 02 विषय वर्ग में आवेदन करना चाहता है, तो निविदादाता द्वारा प्रतिसंभाग 02 विषय वर्ग के लिए रूपये 30,000 /— के अनुसार Tender Fee 60,000 /— रूपये होगी और उसे Exemption Value में 1,80,000 /— रूपये (2,40,000—60,000) रूपये भरना होगा।
- उदाहरण :— (2) यदि संपूर्ण EMD Fee की राशि 04 संभाग वर्गों एवं 04 विषय वर्गों के लिए रूपये 80,00,000 /— (रूपये 05 लाख प्रत्येक संभाग वर्ग प्रत्येक विषय के लिए) है तथा निविदादाता 02 संभाग वर्गों के लिए 02 विषय वर्ग में आवेदन करना चाहता है, तो निविदादाता द्वारा प्रतिसंभाग 02 विषय वर्ग के लिए रूपये 10 लाख के अनुसार EMD Fee 20 लाख रूपये होगी और उसे Exemption Value में 60 लाख रूपये (80,00,000—20,00,000) रूपये भरना होगा।
- उदाहरण :— (3) यदि संपूर्ण Tender Fee की राशि 04 संभाग वर्गों एवं 04 विषय वर्गों के लिए रूपये 2,40,000 /— (रूपये 15,000 /— प्रत्येक संभाग वर्ग प्रत्येक विषय के लिए) है तथा निविदादाता 03 संभाग वर्गों के लिए प्रति संभाग सभी 04 विषय वर्गों में आवेदन करना चाहता है, तो निविदादाता द्वारा प्रतिसंभाग 04 विषय वर्ग के लिए रूपये 60,000 /— की दर से 03 संभागों के लिए Tender Fee 1,80,000 /— रूपये होगी और उसे Exemption Value में 60,000 /— रूपये (2,40,000—1,80,000) रूपये भरना होगा।
- उदाहरण :- (4) यदि संपूर्ण EMD Fee की राशि 04 संभाग वर्गों एवं 04 विषय वर्गों के लिए रूपये 80 लाख (रूपये 05 लाख प्रत्येक संभाग वर्ग प्रत्येक विषय के लिए) है तथा

निविदादाता 03 संभाग वर्गों के लिए प्रति संभाग सभी 04 विषय वर्गों में आवेदन करना चाहता है, तो निविदादाता द्वारा प्रतिसंभाग 04 विषय वर्ग के लिए रूपये 20 लाख की दर से 03 संभागों के लिए EMD Fee 60 लाख रूपये होगी और उसे Exemption Value में 20 लाख रूपये (80,00,000–60,00,000) रूपये भरना होगा।

### अति महत्वपूर्ण निर्देश :--

- (9) यदि निविदादाता Tender Fee एवं EMD में Exemption लेना चाहता है। जैसा की उपर निर्देशों में दिया गया है। उसे Tender Fee एवं EMD Fee Exemption Yes करना जरूरी है। यदि निविदादाता इस चयन में No का चयन करके आगे Confirm To Pay के बटन को Yes करता है तो पोर्टल पुनः उसे Exemption Option में बदलाव नहीं करने देगा, तथा उसे संपूर्ण निविदा राशि जमा करनी होगी।
- (10) किसी एक संभाग में एक ही विषय वर्ग में प्रस्तावित प्रशिक्षण केंद्रों की संख्या एक से अधिक होने की स्थिति में भी Tender Fee रूपये 15,000 / प्रति विषय वर्ग प्रति संभाग ही होगी।



### Request for Proposal For

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under Sardar Patel Coaching and Training Yojna Financial Year- 2024-25

(Selection Method - Quality and Cost Based Selection)

RFP Ref No. No. 01/SETC/2024-25

Date: 14 /08/2024

The Director,

State Level Employment and Training Centre (Backward Classes and Minority Welfare),

Under Government of MP Backward Minority Welfare Department,

Opposite Police Radio Wireless Office, Bhadbhada Road,

BHOPAL-462003.MP Phone No. (0755)-2763284

Email ID: dir.setc@mp.gov.in Website: www.bcwelfare.mp.nic.in

June 1

#### 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 what so ever. 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 what so ever 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.

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under

Jones

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### **Abbreviations & Definitions**

Terms Meaning				
AoA	Articles of the Association			
AIIMS	All India Institute for Medical Science			
BG	Bank Guarantee			
BMWD	Backward Classes and Minorities Welfare Department			
CAT	Common Admission Test			
CACPT	Charted Accountancy- Common Proficiency Test			
CLAT	Common Law Admission Test			
DA	Designated Authority			
ESC	Empowered Selection Committee			
FB	Financial Bid			
GATE	Graduate Aptitude Test in Engineering			
Group "A"	State Service Exams conducted by Madhya Pradesh Public Service			
	Commission/ Union Public Service Commission exams			
Group "B"	Staff Selection Commission, Indian Railways, IBPS, PEB Exams etc.,			
Group "C"	NEET, JEE, CAT, CLAT, CACPT, CS, GATE Exams etc.,			
IBPS	Institute of Banking Personnel Selection			
JEE	Joint Entrance Examination			
MOA	Memorandum of Association			
MPPSC	Madhya Pradesh Public Service Commission			
NEET	National Eligibility cum Entrance Test			
OBC & M	Other Backward and Minority Class			
PEB	Professional Examination Board			
PwDs	Person with Disabilities			
PA	Per Annum			
QCBS	Quality Cost Based Selection			
RFP	Request for Proposal			
SSC	Central Staff Selection Commission			
SETC	State Level Employment and Training Center (Backward Classes and			
	Minority Welfare)			
TQ	Technical Qualification			
UPSC	Union Public Service Commission			

Jan .

### 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 Education and Coaching to the Other Backward and Minority Classes students of Madhya Pradesh. On behalf of the department, the nodal agency for this Coaching 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 Coaching 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 Coaching 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 BMWD 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 Coaching program.

### 1.2. Objective & Background:

The revised scheme "Sardar Patel Employment Oriented Coaching Scheme 2021" envisaged by the department, will impart a qualitative coaching to young men & women of Backward and Minority Class before the 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 the selected institution from the State Government for conducting Coaching 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.	Course Category	Courses	
1	Group "I"	Union Public Service Commission (UPSC)/ Madhya Pradesh Public Service Commission (MPPSC) exam	
2	Group "II"	Central Staff Selection Commission (SSC), IBPS, PEB Exam	
3	Group "III"	JEE Mains Exam	
4	Group "IV"	NEET Exam	

### 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 Coaching 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 Coaching 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 Coaching institute to meet the design criteria.
- 2.11. "Replacement Service Provider" means the organization replacing Coaching 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 designated authority. In addition to this, the Scope of Work under the RFP.

  /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;

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### 3. Bidding Data Sheet

Sno.	Particulars	Details
1.	Name & Address of the Procuring Entity	The Director, State Level Employment and Training Center (Backward Classes and Minority Welfare), Opposite Police Radio Wireless Office, Bhadbada Road, Bhopal-462003, MP
2	Subject Matter of Procurement	"Selection of Coaching Institute for coaching of unemployed youth of OBC & Minority Classes for Various competitive exam under Sardar Patel Coaching and Training Yojna -2021"
3	RFP No.	RFP No. 01/2024 Date 13-08-2024
4	Selection Method	QCBS (Quality and Cost Based Selection Method)
5	Eligibility Criteria	As detailed in Bid Document
6	Joint Venture/ Consortium allowed	No
7	Availability of the document	RFP is available and downloadable at- www.mptenders.gov.in, all subsequent changes to the RFP Shall be published on the above-mentioned website.
8	Mode of Submission of Proposal	Online at <u>www.mptenders.gov.in</u>
9	Cost of RFP Document	INR 2,40,000/- (Rupees Two Lacs Forty Thousand only) for all 04 Category divisions (Rs. 15,000/- Per division per course)  Tender Fee will be paid online through e- Procurement portal(https://mptenders.gov.in)  Note: In case of non-applying division and non-applying course bidder need to select exemption before submission of tender fee. Please refer additional document for more details.  In case bidder applies for more than one coaching centres in one division for one course then overall tender fee will be Rs. 15,000/- for all applied centres of one course. If bidder applies for multiple division and more than one course bidder must pay tender fee for each division and each course accordingly. Tender fee will be non-refundable.
10	Bid Security (EMD) and Mode of Payment	INR 5,00,000/- (Five Lakh rupees only)/Division/subject - to be paid online through e- Procurement portal https://mptenders.gov.in) Note: In case of non-applying division and non-applying course bidder need to select exemption before submission of EMD. Please refer additional document for more details. In case bidder applies for more than one division of the company of the compa

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		one course then overall EMD will be multiplication of Rs. 5,00,000/- for all applied divisions. If bidder applies for multiple division and more than one course bidder must pay EMD for each division and each course accordingly.
11	Performance Bank Guarantee (PBG) and Mode of Payment	Performance Bank Guarantee (PBG) Amount: as per tender clause 8.2
12	Period of on-line availability of Bidding Documents (Start date/End date)	From: 14/08/2024, 11:30 AM to 10/09/2024, 05:30 PM
13	Start Date for Online submission of Bids	Online at https://mptenders.gov.in Start Date: 14/08/2024 from 11:30 AM
14	Pre-Bid Meeting	Date-23/08/2024, Time- 03:30 PM Place-SETC Bhopal
15	End Date for Online submission of Bids / Bid due date/Proposal due date (PDD)	Online at https://mptenders.gov.in End Date: 10/09/2024 up to 05:30 PM
16	Start and End date for hard copy submission	14/08/2024 from 11:30 AM to 12/09/2024 up to 5 PM
17	Opening of Conditions of Eligibility (Envelope 'A')	Date/ Time: 17/09/2024 at 3:00 PM
18	Opening of Technical Bid (Envelope 'B')	Date/ Time: 17/09/2024 at 3:00 PM
19	Date & Time of Technical Presentation	Will be intimated later to the Eligible bidders
20	Opening of Financial Bid (Envelope 'C')	Will be intimated later to the Technically qualified bidders on M.P. Tender Portal
21	Duration of the Selection	Primarily 1 Year, can be extended for another 1 Years subject to maximum of 2 years
22	Bid Validity	180 days from the bid submission deadline

### 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 on covering letter that they are submitting applications for backward class or minority class or both the classes.
- 4.1.2. Application fee/ Document fee for Maximum permitted 4 divisions is Rs. 2,40,000/- (15,000/- for each division and each course) In the case of non-applying division and non-applying course bidder needs to select exemption before submission of tender fee. Please refer additional document for more details.
- 4.1.3. The tender fee for one course in any division group is Rs. 15,000/- if any bidder is applying for all 4 course category, the tender fee will be Rs. 60,000/- for one division category. If any bidder is applying in all 4 division category and also in all 4 subject category. The tender fee will be 2,40,000/-
- 4.1.4. Each applicant institution has to submit separate EMD for each subject category and each divisional category. If any bidder is applying for all 4 divisional categories and all 4 subject categories, the 16 SET of EMD(Rs. 5 Lacs for each EMD) are mandatory.
- **4.1.5.** Coaching program will be conducted at all 10 divisional headquarters of Madhya Pradesh under the scheme. Different category of divisional H.Q. and proposed budget allocation are as follows: -

S.No.	Category	Division	Proposed Budget Allocation	
01	A	Bhopal, Indore	50%	
02	B Jabalpur, Ujjain, Gwal		30 %	
03	C	Sagar, Rewa	15%	
04	D	Narmadapuram, Shahdol and Chambal		

- 4.1.6. Expected budget allocation for financial year 2024-25 under the scheme are as follows: -
  - 1) Backward Class 15 Cr.
  - 2) Minority Class 02 Cr.
- **4.1.7.** Course wise proposed budget allocation, minimum no. of candidates for backward class are as follows: -

S.No.	Course Category	Exam	Budget Allocation	Proposed No. of trainee
01	I	UPSC/PSC	20%	907
02	II	IBPS/SSC/PEB	40%	2789
03	III	JEE Mains	20%	907
04	IV	NEET	20%	907
			Total:-	5510

4.1.8. Course wise proposed budget allocation, no. of candidates for Minority are as follows: -

S.No.	Course Category	Exam	Budget Allocation	Proposed No. of trainee
01	I	UPSC/PSC	20%	120
02	II	IBPS/SSC/PEB	40%	370
03	III	JEE Mains	20%	120
04	IV	NEET	20%	120
			Total :-	730

4.1.9. Each applicant/ bidder can apply in all 4 divisional categories, but not more than one divisional H.Q. of each division as category.

- **4.1.10.** In case no proposal is received for any division as category, the decision of ESC will be final.
- **4.1.11.** Essential Criteria must be full filled by the bidder for technical evaluations. Bidder, who does not full fill the essential criteria will not be qualified for technical evaluation.
- **4.1.12.** Bidder must obtain 40 Marks out of 80 Marks in technical proposal for the qualifying for presentation stage.
- 4.1.13. The institution can apply for more than one Coaching center but it is necessary to have availability of separate space and infrastructure at each applied Coaching center as per the terms of the RFP.
- 4.1.14. The institution is expected to submit its applications in the same subject and group category in which it specializes.
- 4.1.15. The group for which the applicant organization is submitting its application, should mandatorily have coaching experience of that group as per the terms of RFP.
- 4.1.16. Selection of institutes for coaching will be done by this RFP only.
- 4.1.17. Selection of coaching institutes, does not necessarily mean that SETC must release the work order to the selected bidder. work order will be released on the basis of availability of funds, quality and capabilities of the Coaching institute.
- 4.1.18. Bidder must submit declaration Letter duly signed by authorized signatory on Rs. 500/stamp duly notarized as per format Annexure 10.6 for non-blacklisted with any of the
  Government (Central or State) Semi-Govt. in India in last five years (Till the date of
  submission of bid)
- 4.1.19. Bidder must submit Power of attorney (POA) as per format Annexure 10.4 to authorize representative for the bid on non –judicial stamp paper of worth Rs. 500.00 duly attested by Public Notary.
- 4.1.20. Bidder must submit a declaration for confirmation about the submitted information/ Details along with proposal are true as per format Annexure 10.3 on Non judicial stamp paper worth of Rs. 500/- duly attested by Public Notary.
- 4.1.21. 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, He/She should do so in writing at the address mentioned in bidding data sheet.
- 4.1.22. 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.
- 4.1.23. The bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the SETC.
- 4.1.24. 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 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.
- 4.1.25. Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the SETC as non-responsive.
- 4.1.26. 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.
- 4.1.27. The EMD will be forfeited by SETC on account of one or more the following reasons: (I) If a bidder withdraws its bid during the period of bid validity. (II) If the successful bidder fails to sign the contract in accordance with terms and conditions of this RFP. (III) Successful bidder fails to furnish performance bank guarantee as specified in this RFP.

- 4.1.28. The EMD will be forfeited in case of false documentation and bidder will be blacklisted for 3 years
- 4.1.29. Bidder may apply for their specialized subject and group i.e. I/II/III/IV
- 4.1.30. All technical eligibility documents required by this RFP will be for one Coaching center/premises. If any bidder wants to apply for multiple center/premises in multiple divisions then bidder will submit separate rent agreement/ownership papers for each applied center. Only one set of eligibility document is required even if multiple division/centers are applied.
- 4.1.31. Department may physically verify/inspect the institutes without any prior notification before or after selection.
- 4.1.32. Technical bid must be submitted in technical bid format as par Annexure 10.2
- 4.1.33. If any bidder wants to apply for more than one course of subject group 02 i.e. IBPS + SSC + PEB then the bidder will submit separate list of taught and selected students for concerning years.

### 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 faces any budget/Financial problem to execute selection of institutes or entire Coaching program SETC authorities reserves the right to cancel or delay.

### 4.3. Pre-Bid Meeting and Clarifications

- 4.3.1. SETC shall arrange a Pre-Bid meeting as per the timeline mentioned in the bidding data sheet. The interested bidders need to ensure that they have to attend pre-bid meeting as per the date mentioned in the bidding data sheet.
- 4.3.2. As per date and address mentioned in the data sheet, pre-bid meeting will be arranged and bidders will be given the answers for their queries.
- 4.3.3. 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.
- 4.3.4. Any such corrigendum shall become part of this RFP.
- 4.3.5. 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 procure new digital certificate.

- The price/financial should NOT be indicated in the Technical Proposal. The failure to comply this shall lead to rejection of bids.
- 4.4.3. Hard Copy Submission- online uploaded documents and supporting documents related to self declaration certificate as per required in the RFP need to be submitted by bidder in hard copy at SETC office before the date 12-09-2024 and Time 05:00 PM
- 4.4.4. Conditional bids are liable to be rejected.
- The MP e-Procurement Portal shall not permit the bidder to submit the bids after the 4.4.5. deadline for submission of bids.
- 4.4.6. SETC shall not be responsible for delay or non-receipt of the documents/bids.
- 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 Technical and Financial bid Opening: 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)
  - The venue, date and time for opening the technical bid are mentioned in the bidding I. datasheet.
  - After the presentation, final technical score will be established for all qualified II. bidders.
  - Date of presentation will be communicated all qualified bidders. III.
  - Financial Bid Opening The financial bid of all bidders who present logical action IV. plan and PPT in presence of ESC, are eligible for financial bid opening.
  - The date and time for opening of financial bid would be communicated to the V. qualified bidders.
  - After the opening of financial bid the financial score will be established for all VI.

On the basis of technical and financial score, the final score for the all-qualified bidders will be calculated as per QCBS norms.

### **4.6 Selection Process**

Elimination Stages -4.6.1

(1) Stage 1 - Through 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,

a) Essential documents are not submitted in format as specified in the RFP document

- b) Received without the Letter of Authorization (Power of Attorney)
- d) With incomplete information, subjective, conditional offers and partial offers submitted

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- e) Submitted without the supporting documents in hard copy as per RFP requirement
- f) Bid price quoted by bidder is higher than Maximum Coaching Fee as par clause 5.1.2 of RFP
- g) Non-compliance to any of the clauses mentioned in the RFP
- h) With lesser validity period
- All document without seal (Company seal) and signed by authorized signatory.

### (2) Stage 2 - Through Essential/Eligibility Criteria

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. If the bidder does not full fill Eligibility Criteria as per clause 4.6.2, the bid shall not be qualified for technical bid opening.

### 4.6.2. Essential/Eligibility Criteria for opening technical bid

S. No.	Parameter	Eligibility criteria	Supporting documents required	
1.	Legal Entity	<ul> <li>i. It is necessary for the Coaching institute to have their own live registration of 5 years as a society/trust/Proprietor firm/ partner firm/ private Ltd./public/L.L.P./ limited company registered in Madhya Pradesh</li> <li>ii. Should have GST Number</li> <li>iii. Should have a valid PAN Number</li> </ul>	Copy of valid Registration Certificate and Copy of Memorandum of Associations (MOA), Articles of Association (AOA) / by-laws / partnership deed etc.      GST Registration Copy      PAN Card      Note: For Societies and NGO, GST is not mandatory	
2.	Financial Strength	<ul> <li>i. The bidder should have minimum annual turnover of Rs. 1crore from training (any kind of Coaching business) in each financial years for any three Years of last five years(2019-20, 2020-21, 2021-22, 2022-23 &amp;2023-24)</li> <li>ii. The bidder should have total turnover of Rs. 5 crores from any kind of Coaching business in the any three Years of last five years (2019-20, 2020-21, 2021-22, 2022-23 &amp;2023-24)</li> <li>iii. Bidder Should have positive net worth of last financial year i.e. 2023-24</li> </ul>	1. Certificate from the Chartered Accountant in prescribed format 10.5 along with the copies of audited final accounts, which includes receipts of payments, Profit and Loss, Balance sheet with all annexure, including segregation of turnover for three years in zone of considered time.  2. Copy of detail ITR return, uploaded on ITR portal which included acknowledgment, calculation/Computation sheet and other detail etc. (concerning 3 year from years 2019-20, 2020-21, 2021-22, 2022-23 &2023-24)  3. CA Certified Certificate.  Note: UDIN must be mentioned in original in Certificate and Balance sheet.	

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3	Experience	It is mandatory for the coaching institute to have a minimum of 3 years of experience of coaching in applied subject and should have provided coaching to minimum of 500 candidates every year in each subject group category applied by bidder. (any 03 year from last 05 year i.e. 2019-20, 2020-21, 2021-22, 2022-23 &2023-24)	List of taught (in applied subject) students with complete address and mobile numbers as proof (details includes enrolment no, photographs, Fee receipt)  Note: Details of students should be of last three years. (any 03 year from last 05 year i.e. 2019-20, 2020-21, 2021-22, 2022-23 &2023-24)
4	Space availability	For imparting offline Coaching to the trainees, it is necessary to have a place of own or rented minimum of 5000 square feet for Coaching.	Registry document/ Rent Agreement / Deed document etc. for the period of last minimum 3 years
5	Infrastructure	Adequate infrastructure for Coaching such as audio-visual equipment, projector, rich updated library, furniture, clean drinking water, separate clean toilets, fire extinguishers, CCTV are mandatory.	list of infrastructure along with appropriate proof to be submitted along with self-declaration.
6	Coaching experts	Minimum 3 Full-time teachers/ professionally qualified experienced faculty in the relevant subject (with at least 3 year of teaching experience) are necessary for Coaching. preferably at least one expert is required for each subject category.	CVs of the resource persons Along with salary slips, declaration by bidder.
7	Logical action plan	The applicant Coaching institute must submit month wise logical action plan to conduct the Coaching.	Logical action plan document for entire coaching duration must be submitted online.
8	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 as per format Annexure 10.6  On non –judicial stamp paper of worth Rs. 500.00 – duly attested by Notary Public.
9	Niti Aayog 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 Niti Aayog Registration

\*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.

\*Valid documents will be provided by bidders for establishment proof (last 3 years), indicating that the institute or organization is providing Coaching and coaching in the division in which the bidder is participating.

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#### 4.6.3. Preference Criteria

S. No.	Parameter	Elig	ibility	criteria		Supporting documents required
1	Experience in coaching (in govt. organization /dept.)					Copy of Government work
2	Average numbers of students that have been finally selected in respective exams in last 05 years each of years i.e. 2019-20, 2020-21, 2021-22, 2022-23 &2023-24	S. No. 01 02 03	PSC/ UPSC IBPS/ SSC/ PEB JEE Mains	* Final Selection in civil service exam (UPSC/PSC)  ** Final selection for group C and above posts (IBPS/SSC/PEB/PSU/similar govt. or semi govt. agencies)  *** JEE- mains clear and qualified for JEE advance exam  **** percentile 90 and above in NEET entrance exam	Minimum success full student 20 50	<ul> <li>i. List of selected students with complete address and their mobile numbers, Enrollment number, fee detail, offer letters as proof.</li> <li>ii. Those institutes who have prior experience with department, need to upload their students results on the scheme portal. (Only information on portal will be considered.</li> </ul>

<sup>\*</sup> selection in class II and above class post through various govt. recruitment agencies are also included under this category.

### (3) Stage 3 - Through Document verification By Scrutiny Committee

All the documents which are submitted by bidder online and in hard copy along with their technical proposal, will be scrutinized by scrutiny committee. If the any submitted document found falls/incomplete/the bidder will be eliminated and their proposal will not be evaluated.

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<sup>\*\*</sup> selection in class-3 and equivalent grade post through various govt./Public Sector Undertaking (PSU) recruitment agencies are also included under this category.

<sup>\*\*\*</sup> clear cut off marks of JEE Mains and qualified for JEE advance exam.

<sup>\*\*\*\*</sup> percentile 90 and above in NEET entrance exam.

### (4) Stage 4 - Through lass then 40 marks in technical bid evaluation

**4.6.4.** The ESC evaluates the technical bid as par following technical evaluation criteria matrix :-

S	no. Description (Evaluation criteria)					Max Score	
2	Rupees 01 Cr. or above, in 3 financial years out of last 5 financial years and average turn over should be Rupees 5 Cr. in last 5 financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 &2023-24.	Rs. 10 Cr More tha	o Rs. 10 Cr: to Rs. 20 Cr n Rs. 20 Cr:	: 7 Marks		10	Required  Certificate from the Chartered Accountant as per Format Annexure 10.5 along with the copies of audited Balance sheet and ITR Returns.
	Pradesh or other states of country, whereas each centre should have Average Annual enrolment of minimum 500 students in any 03 Years from last 05 Five financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 &2023-24	MD	01 00 05 Marks 02 00 07 Marks 01 02 07 Marks >02 00 10 Marks			10	Self-certified certificate to be submitted with Copy of rent agreement or ownership deed and year wise list of taught students with their mobile No., Address, enrolment register, fee receipt detail (self certified)
3	The Bidder's experience in providing coaching (In Years) as on 01-04-2024	Coaching Exp. (In Yrs.) 3 to 5 years: 5 Marks 5 to 10 years: 7 Marks More than 10 years: 10 Marks				10	Self-certified certificate to be submitted. Establishment Proof/Rent agreement/ownership dead and working staff detail for subsequent years which will be verified by ESC member during evaluation process.
4	Bidder should have experience of three similar works in last 3 years. (Similar Work means- Providing Coaching services to any Govt. Department)	3 work - 5 Marks 4 work - 7 Marks 5 work - 10 Marks				10	Government Work Order and work completion certificate duly signed by authorised person of related department. which will be verified by ESC member during evaluation process.
5	Average numbers of students that have been finally selected in respective exams (as per clause	PSC/ UPSC	IBPS/ SSC / PEB	JEE Mains / NEET	Marks	20	Self-certified certificate to be submitted. Certified copy of offer letter /mark sheet
	4.6.3(2))in last 05 years each of years i.e. 2019-20, 2020-21, 2021-	up to 20	up to 50	up to	10		which will be verified by ESC
	22, 2022-23 &2023-24 21 to		51 to 100	101 to 200	15		member during evaluation process.
		More then 40	More than 100	More than 200	20		

 $Selection\ of\ Coaching\ Institutes\ for\ Coaching\ of\ Unemployed\ youth\ of\ OBC\ \&\ Minority\ Classes\ for\ Various\ Competitive\ Exams\ under the properties of\ Coaching\ Coaching\$ Sardar Patel Coaching and Training Yojna-2021

7	Bidder should have full time qualified faculty with minimum 03-year teaching experience.	3 to 5 years: Marks 5 5 to 10 years: Marks 7 more than 10 years: Mar	ks 10	10	Self-certified certificate as per the format given in Annexure 10.7 to be submitted. Bio-data, CV and salary slip of concerning 03 years.  Self- certified certificate as per the format given in Annexure 10.8 to be submitted. Copy of Rent agreement/ ownership dead
,	Bidder Should have coaching space and Infrastructure availability in the coaching canter.	up to 5000sqft. and 500 books in Library 5001sqft. to 7000 sqft. and 800 books in Library More than 7000 sqft. and more than 800 books in Library	5 Marks 7 Marks 10 Marks		
	Grand Total	-		80	

### 4.6.5 Clarification on Bids

During the bid evaluation, ESC/SETC may, at its discretion, may ask the Bidder for any clarification(s) of its bid. There quest 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.

### 4.6.6 Technical evaluation:

The ESC will review and evaluate the technical proposals and all supporting documents/documentary evidence of the short listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ESC's discretion.

Evaluation will be done on Quality and Cost selection (QCBS) method with the following weight-age:

Technical: 70% Financial: 30%

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 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.

In case of any difference between online and offline submitted documents, the valution will done on the basis of documents uploaded online. Evaluation of the, responses to the RFP and all supporting documents/documentary evidences - If any bidder is not submitted requisite supporting documents/documentary evidence, it may lead to rejection of their bids.

Each Technical proposal will be assigned a technical score out of 80. Bidder must obtain 40 Marks in technical proposal for qualifying presentation stage.

4.6.7 **Logical action plan and presentation** - Logical action plan of proposed coaching program will be presented by technically qualified bidder in presence of ESC. All essential documents which are submitted earlier along with their online technical proposal will also be produced in hard copy in front of ESC as and when required. Maximum 20 marks are assigned for logical action plan and presentation. ESC will assess the presentation and provide marks for it. Criteria matrix for presentation are as follows - Poor- 05, Average-10 and Good-20

### 4.7 Selection Stage -

### 4.7.1 Technical Score Normalization -

The Bidders who have scored 40 and more than 40 marks out of 80 marks in evaluation of technical proposal will qualify for presentation stage. Maximum 20 marks are assigned for the presentation of only those bidders would be permitted who qualify the technical evaluation and have scored Technical Marks of 40 or above, as per technical evaluation process described above. All the supporting documents which are mentioned in technical proposal will be produced in hard copy also at the time of presentation. If presentation will not match technical proposal and supporting documents the bidder will be disqualified for financial bid opening. if any false document or information is found by ESC at stage of tender, then ESC has rights to disqualify the bidder immediately.

The bidder who secures maximum marks shall be given a technical score (technical marks (80) + presentation marks (20)) out of 100

The technical scores of other Bidders for the project shall be computed as follows:

	Marks secured by bidder A
Normalized technical score of bidder A = $100 *$	[]
	Highest Marks secured

Normalized technical score of all technically qualified bidder shall be find out as per above normalizing process.

#### 4.7.2 Financial Bid Evaluation and score Normalization -

The financial bids will be evaluated based on the overall price quoted, as elaborated below:

- 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 to be submitted for each mode of Coaching as per the prescribed format.
- 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 response shall be
  evaluated as per the criteria and requirements specified in this RFP.

- · Preference will be given to those institutions who have weightage in preference in eligibility criteria.
- All the technically qualified bidders who participate in presentation will be notified to participate in Financial Bid opening process.
- The Financial bids for the qualified bidders shall be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at SETC's and ESC's discretion.
- Financial Bids that are not as per the format provided in annexure 9.10 shall be liable for rejection.
- The Normalized Financial score of the technically qualified bidders will be calculated, while considering the total cost of bid given by each of the bidders in the Financial Bid as follows:

Lowest offer quoted by a qualified bidder (INR)

Normalized financial score of bidder A = 100 \* [ ------

Offer quoted by bidder A (INR)

- i. The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees and mentioned separately.
- ii. Any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: iii.
- a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- b. If there is a discrepancy between words and figures, the amount in words will prevail."
- c. If the Bidder does not accept the error correction, its Bid will be rejected and its EMD may be forfeited.

### 4.7.3 Final score calculation through QCBS

The final score will be calculated through Quality and Cost selection method based with the following weightage:

Technical: 70% Financial: 30%

Final Score = (0.70\* Normalized Technical Score) + (0.30\* Normalized Financial Score)



### 4.8 Award Criteria

- I. The bidder with the highest final score shall be treated as successful bidder. In the event the final scores are 'tied', the bidders whose score is tied securing the lowest (among all the tied bidders) financial score will be adjudicated as the Best Value Bidder for award of the project.
- Each group will have separate successful bidder in each division.
- III. In case of tie, bidder having highest turnover shall be treated as successful bidder.

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.

### 4.9 Project duration and Contract Signing

- Selection of Coaching institutes will be done primarily for 1 year and can be further extended for 1 year at a time, subject to maximum of 2 years.
- On the basis of performance of Coaching institutes, if the 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 paid to the institute at any time. The Coaching institute will be
  responsible for maintaining the quality of human resource of the institute and the
  government or SETC will not be responsible for any payment to human resources, including
  salary, honorarium, fees, allowances or any other dues.
- After opening of financial bid, Letter of Intent (LOI) will be issued to the selected agency/bidder 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 for offline coaching has to provide performance security/ Bank Guarantee to SETC as per following terms and conditions -

S.No.	Detail of rates quoted by successful bidder	% amount of bid value for
		bank guarantee
01	If Quoted rates are between 81 to 100 % of standard	10%
	maximum Coaching fee as per clause 5.1.2 of RFP	
02	If Quoted rates are between 50 to 80 % of standard	20%
	maximum Coaching fee as per clause 5.1.2 of RFP	
03	If Quoted rates are below 50 % of standard	30%
	maximum Coaching fee as per clause 5.1.2 of RFP	

 Within a week from receiving of Performance bank guarantee, contract agreement will be signed between SETC and the 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.

4.10 Selection Committee for final selection of Coaching institutions, determination of the subject of Coaching institute and number of trainees:

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

- (1) Addl. Chief Secretary/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.
- (2) 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, (If Addl. Chief Secretary / Principal Secretary / Secretary, nominated any other officer in this circumstances the Commissioner will chair the committee.
- (3) Director, State Level Employment and Coaching Center, (Other Backward Classes and Minorities Welfare), Bhopal Member Secretary
- (4) Nominee representative of the Commissioner, Higher or Technical Education Department Member.
- (5) Senior Accountant, Office of 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.

#### 5 Scope of Work

### 5.1.1 Detailed Scope of Work for Coaching institute

The selected agency is expected to provide the Coaching services for the OBC and Minority students of the state in any one or more divisional headquarters i.e.:

S. No.	Division Name	Group
1	Bhopal, Indore	A
2	Jabalpur, Gwalior, Ujjain	В
3	Sagar, Rewa	С
4	Narmadapuram, Chambal, Shahdol	D

5.1.2 As per scheme guidelines, the group wise Coaching subjects, Coaching duration and sectioned Coaching fee and stipend to trainees in form of grant are as follows: -

S. No.	Course Category	Courses	Duration	Maximum Coaching Fee for entire period (in INR) As per scheme and guidelines	Stipend (in INR)
1	I	Union Public Service Commission (UPSC)/ Madhya Pradesh Public Service Commission (MPPSC)	(Minimum	30,000/-	External Student: 1000/- per month Local student: 500/- per month (For last 4 months of course duration)
2	П	Central Staff Selection Commission (SSC), IBPS, PEB Exams	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	ш	JEE Mains	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)
4	IV	NEET	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)

### 5.2 Coaching Group-wise Success Rate

- 5.2.1 1% for Category 'I' (including trainees passing the main examination)
- 5.2.2 5% for Category 'II'(including trainees receiving placement in government and private sector)
- 5.2.3 10% for Category 'III' (Those getting the cutoff marks of the entrance examination or more trainee)
- 5.2.4 10% for Category 'IV' (Those getting the cutoff marks of the entrance examination or more trainee)

### 5.3 Assessment and outcome of Coaching:

There are some variations in the level of courses of Category I, II, III and IV approved under the scheme, there is delay in conducting related entrance examinations and declaration of results. In admissions the success rate of examinations is also different, so under departmental plans, for group A, B and C. Capable third party (an independent for the same agency) will conduct assessments of trainees to assess the quality of Coaching, assessment fee for the same will be paid by Coaching institutes. The agency for assessment will be decided separately by the department every year. In this assessment, it is mandatory that the minimum rate of success for Group A will be 25 percent and the minimum rate of success for Group B and C will be 50 percent.

5.3.1 Follow-up of placements

The Coaching institutes 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.

5.3.2 Inspection

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

### 5.4 Selection of eligible candidates for Coaching

- 5.4.1 The Coaching institute who will be awarded with work for offline 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, Applicants will be given preference in selection on the basis of 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 Coaching institution, subject matter experts will be members of this committee.
- 5.4.2 Registration of students selected for Coaching will be done on the portal within 15 days, otherwise the said candidate will not be accepted.
- 5.4.3 Concerned institution will be responsible for qualification and eligibility of the selected candidate for the Coaching.

### 5.5 Qualifications required for youth of Other Backward Class- to join the Coaching schemes

- 5.5.1 Must be a resident of Madhya Pradesh only.
- 5.5.2 It is necessary to have other backward class preferential caste certificate in Madhya Pradesh, and the cost should be included in the list of castes / sub-castes / class-groups included in the declared schedule for Other backward classes.
- 5.5.3 Income from all sources of the family must be within the income limit of the Creamy layer prescribed by the Government of India.
- 5.5.4 Must have the necessary academic qualification for the respective competitive examination.
- 5.5.5 The age limit must be between 17 to 40 years.
- 5.5.6 The applicant will get the benefit of the scheme only once. Regardless of the number of opportunities, the selected Coaching 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.
- 5.5.7 It will be mandatory for the student selected under the scheme to be present for the entire Coaching 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.
- 5.5.8 The parent/ Guardian of student should hold proof of income certificate wherein income not exceeding Rs. 8 Lakh per annum.
- 5.5.9 Out of the total approved trainees, 30 percent seats will be reserved for women participants.
- 5.5.10 Out of the total approved trainees, 3 percent seats will be earmarked for physically handicapped trainees. Other candidates can be selected at the above places in the same condition, when the these should be candidates with disability are not available according to eligibility.
- 5.5.11 No criminal case against the applicant registered or under consideration in the court of Law.
- 5.5.12 Trainees' residing inside the Municipal Corporation / Municipality limits shall be treated as local trainees.
- 5.5.13 Trainees' residing outside the Municipal Corporation / Municipality limits shall be treated as external trainees.

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under

## 5.6 Qualifications required for eligible men and women belonging to minority groups to join the Coaching scheme

- 5.6.1 Must be a resident of Madhya Pradesh only.
- 5.6.2 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)
- 5.6.3 Income from all sources of the family must be within the income limit of the Creamy layer prescribed by the Government of India.
- 5.6.4 Must have the necessary academic qualification for the respective competitive examination.
- 5.6.5 The age limit must be between 17 to 40 years.
- 5.6.6 The applicant will get the benefit of the scheme only once. Regardless of the number of opportunities, the selected Coaching institute will be required to take an affidavit from the applicant that they have not availed any benefit under any Coaching scheme of the state / central government before it.
- 5.6.7 It will be mandatory for the student selected under the scheme to be present for the entire Coaching 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.
- 5.6.8 The parent/ Guardian of student should hold proof of income certificate wherein income not exceeding Rs. 8 Lakh per annum.
- 5.6.9 Out of the total approved trainees, 30 percent seats will be reserved for women participants.
- 5.6.10 Out of the total approved trainees, 3 percent places will be earmarked for physically handicapped trainees. Other candidates can be selected at the above places in the same condition, when the candidates with disability are not available according to eligibility.
- 5.6.11 No criminal case against the applicant should be registered or under consideration in the court.
- 5.6.12 Trainee's residing inside the Municipal Corporation / Municipality limits shall be treated as local trainees.
- 5.6.13 Trainee's residing outside the Municipal Corporation / Municipality limits shall be treated as external trainees.

#### 5.7 Attendance of trainees

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

### 5.8 Quality of Coaching work

In order to maintain the quality of Coaching work, State level employment and Coaching 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.

- Pre

### 5.9 Other Instructions

- The Coaching institute has to make sure that the Coaching curriculum adopted 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 should increase a month before the student is to appear in the examination.
- Coaching institute has to constitute the batches of students so that student of their regular batch also part of batches constituted for students of scheme. No special batches should be constituted for student benefited under this scheme.
- Coaching institutes are also expected to provide guidance/ counseling to the students while filling forms for entrance exam and during the college selection/ counseling process after the respective results are out. Students should also be able to contact the call center of coaching institute through phone calls, emails, etc.
- Coaching 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 Coaching institute with the SETC.
- General well-being and security of students while they are in the premises of Coaching institute will be the responsibility of Coaching institute.
- Medium of teaching/pedagogy should be in English and Hindi both. Coaching institute has to
  make sure 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.
- Coaching institute has to provide teaching material either in English or Hindi as per requirement of the student in hardcopy and softcopy.
- Coaching institutes should maintain the records of: Number of lectures taken, Duration of lectures, Attendance of lecturers, Attendance of students, Number of students studying in each center, Performance of students and their progress and Pre decided action plan including teaching strategies, evaluation etc.
- The reports with above parameters should be sent to SETC on monthly basis.

#### 5.10 Periodic Inspection

- 5.10.1 Coaching institute shall be assessed periodically as deemed fit by the SETC by means of Student Coaching Feedback Surveys, surprise visits, inspections etc.
- 5.10.2 In case of gaps identified in functioning or quality of Coaching institute's performance or noncompliance, appropriate deductions shall be made from forthcoming payment.
- 5.10.3 The SETC envisages to setup all means of basic functionaries in a time-bound qualitative manner such that the students receive quality education from the agency. Inconsideration of this, the on board agency shall be responsible for the timely delivery of services as described in the bidding document.

### 6 Payment Schedule

The department shall deduct 5% of the approved grant under Coaching fee, and shall pay the remaining amount under 3 serviceable installments to the Coaching institute. Stipend sanctions shall be made in two installments based on the progress made in the Coaching 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 Coaching institute has shown the progress compliance and shall be paid after the successful completion of the Coaching program. (Result of the institution should be as per RFP point 5.2) The Coaching institute can claim the deducted 5% amount within 1 year only since the completion of Coaching program.

#### 6.1 First installment

Based on the guideline Coaching 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% from the total payout and pay 45% of remaining amount as a first installment.

#### 6.2 Second installment

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

#### 6.3 Third installment

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

### 6.4 Amount included in the Coaching fee

- **6.4.1** The Coaching institution will pay honorarium, building rent, registration fee, assessment fee, library, student kit, educational material and necessary accessories.
- 6.4.2 All other taxes related to the government will be paid by the Coaching institute according to eligibility from the amount of Coaching fee, for this, separate amount will not be sanctioned. TDS determined as per Income Tax rules will be deducted.
  - In case of dispute, 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 nonperformance, 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.

### 7 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 Coaching institute to SETC for the duration of this

contract. SETC shall regularly review the performance of the services being provided by the Coaching institute and the effectiveness of this SLA.

8 General Conditions of Contract

### 8.1 Contract and Interpretation

Law and Language

- 8.1.1 The Contract shall be governed by and interpreted in accordance with laws of India.
- **8.1.2** The language of the Contract shall be stated in the English/Hindi or both.

8.2 Time for Commencement and Completion

- 8.2.1 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.
- 9.2.2. Consortium: Consortium is not allowed at any stage.

#### 8.3 General

8.3.1 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.

8.4 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 from the date of MOU 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 coaching institute to perform/comply its obligations under the contract. The SETC shall notify the bidder in writing of the exercise of its right.

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 Coaching institute till completion of scope of work as mentioned in RFP.

#### 8.5 Taxes and Duties

8.5.1 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.

8.5.2 All payments to the Coaching institute shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes(GST), and deductions as provided for under any law, rule or regulation. SETC shall provide the Coaching 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.

8.5.3 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.

8.6 Indemnity

- 8.6.1 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.
- 8.6.2 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.

8.6.3 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.

#### 8.7 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:

8.7.1 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

8.7.2 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

8.7.3 Agency's Team has failed to comply with or is in breach or contravention of any applicable laws; and/or

Agency's Team has failed to comply with or adhere to perform its obligations under the 8.7.4 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.

Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, 8.7.5 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.

#### 8.8 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

Where the BMW department is of the opinion that there has been such event of default on 8.8.1 the part of the agency which has not been cured within 15 days' notice period.

**Termination for Insolvency:** 

SETC may at any time terminate the Contract with immediate effect, without compensation 8.8.2 to the Coaching institute, if the Coaching 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

Selection of Coaching Institutes for Coaching of Unemplayed youth of OBC & Minority Classes for Various Competitive Exams under Sardar Patel Coaching and Training Yojna- 2021

termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SETC.

### **Termination for Convenience**

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

#### 8.9 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.

### 8.10 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.

8.11 Change Order

SETC may at any time order the Coaching 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 Coaching 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 Coaching institute's receipt of the SETC's change order. Prices to be charged by the Coaching 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 Coaching institute would verbally discuss the matter with Representative. In case such requirement arises from the side of the Coaching 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 necessarily 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.

8.12 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.

8.13 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.

8.14 Confidentiality

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

Additionally, the Coaching institute shall keep confidential all the details and information with regard to the Project. The Coaching 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 Coaching institute regarding any forbidden disclosure. The Coaching institute may share the confidential information with its employees and subcontractors but only strictly on a need-to-know basis. The Coaching 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.

8.15 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 COACHING 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 the COACHING INSTITUTE and appended to this Agreement.

8.16 Commencement and Progress

The Coaching 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. Coaching 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. Coaching 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 Coaching institute's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder. Coaching 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.

8.17 Reporting Progress

Coaching 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 Coaching institute. The designated authority may demand and upon such demand being made, Coaching 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 Coaching institute of its obligations/ functions in accordance with the standards committed to or required by the designated authority and Coaching 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 Coaching 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 Coaching institutes out of the purview of audit/inspections.

Without prejudice to the foregoing, the Coaching institute shall allow access to the designated authority or its nominated agencies to all information which is in the possession or control of the Coaching 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.

A CONTRACTOR OF THE PARTY OF TH

# 8.18 Statutory Requirements

During the tenure of the Contract the Coaching 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 Coaching institute in contravention of any law, act and/or rules/regulations. and shall keep designated authority indemnified in this regard.

# 8.19 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 Coaching institute. The designated authority shall ensure that timely approval is provided to Coaching 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.

## 8.20 Performance Security / Bank Guarantee

• Bank guarantee by the selected Coaching institutes must be submitted to the nodal agency/SETC office along with contract before the starting of Coaching work for offline / physical coaching at the rate of Rs. 2000/- per student or 10% of bid value of selected bidder for total nos. of the student allotted, whichever is less. Subject to point 4.9 of the RFP. After receipt of LOI, the selected bidder for online coaching has to provide performance security/ Bank Guarantee equal to Rs. 200/- per student, according to the approved number of students. so that in case of any irregularity by the selected Coaching institute during the Coaching period, the Coaching fee paid from the concerned Coaching institute bank guarantee can be recovered according to the rules.

- fre

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### 9 ANNEXURES

### 9.1 Format for Technical Proposal Cover letter

[ON BIDDERS LETTERHEAD]

To,	• 0000000000000000000000000000000000000
The Director,	
State Level Employment and Tra	nining Centre
(Backward Classes and Minority	Welfare),
Opposite Police Radio Wireless	Office,
Bhadbhada Road, BHOPAL-4620	003.MP
Date: DD/MM/YYYY	

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

Ref: Selection of Coaching 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 Coaching center is as follows – Class of participating candidate (OBC/Minority or obc-minority both)

s.no.	Institute Name	Address	Applied Group	OBC Minority Both (Ple mention)		Applied 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 services specified in the tender response with or without assigning any reason whatsoever.

**Authorized Signatory** 

Name:

Designation:

- Pre

### 9.2 TECHNICAL BID FORMAT

Tender No:	

Sub: Submission of technical bid.

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	
L.	GSTIN Number (Not mandatory for NGO)	
M.	PAN	

Detail of applied division, applied exam group and specific applied courses

Note: bidder may apply maximum all four divisions category (as par 5.1.1) but not more than one division in each division category

S. No.	Division Category	Name of Division in the Category	Name of applied division (only one division of category allowed)	applied exam group (as per 5.1.2) group "I"/"II"/"III"/ "IV"	Name of applied courses (as per 5.1.2)	address applied Coaching center	of
01	"A"	Bhopal, Indore					
02	"B"	Jabalpur, Ujjain, Gwalior					
03	"C"	Sagar, Rewa					
04	"D"	Narmadapuram, Shahdol and Chambal					

Seal of the company:

(Authorized Signatory)
Name and Title:



### 9.3 FORMAT FOR UNDERTAKING FROM THE BIDDER

(On non –judicial stamp paper of worth Rs. 500.00 – 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,

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.

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under

Sardar Patel Coaching and Training Yojna- 2021

Thanking you,

Yours faithfully

Authorized Signatory Name:

Designation:

- fra

### 9.4 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)

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acts,	deeds	and t	hing	s as ar	e necessar							bids	111133101	for
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all a	plicat	tions,	prop	osals a	and other o	docum	ents and v	writing	s, and p	providing	inform	iation/	respon	ses
to St	ate Le	evel E	mplo	yment	and Train	ing Ce	entre (SET	°C), rep	resenti	ng us in	all mat	ters be	fore SE	.TC,
sign	ing an	d exe	cutio	on of a	ll contract	s and	undertaki	ings co	nseque	nt to acc	eptanc	e of our	r propo	osal
and	gener	ally d	ealin	g with	SETC in al	l matt	ers in con	nectio	n with o	or relatin	g to or	arising	out of	our
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Pro

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

		(ON CALETTER HEAD)
er No.		
el Employ d Classes Police Ra	dio Wirologo Occ	ntre I,
nission in	certificate in support	of finance turnover.
year 2019	9-20 ,2020-21, 2021-22	ing turnover of (Name of applicant organization)in 2,2022-23 & 2023-24 are as follows:
No.	Financial Year	Annual turnover from Coaching (INR)
1	2019-20	
2	2020-21	
3	2021-22	
4	2022-23	
5	2023-24	
Tota	l Turnover	
cument m ection wo	nust be submitted in or Puld not be considered	nd of Financial Year preceding to due date of Bidding):  riginal with same format. Other than prescribe format or
	Police Rada Road, Edia	response to the tender ref. not eclare that the details of coach year 2019-20 ,2020-21, 2021-22  No. Financial Year 1 2019-20 2 2020-21 3 2021-22 4 2022-23 5 2023-24  Total Turnover  The as on 31st March 2024 (English of world would not be considered as you  Fault Firm:

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under Sardar Patel Coaching and Training Yojna- 2021

# 9.6 UNDERTAKING FOR 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 blacklisted by any Central Govt. /State Govt Govt. Organization / Autonomous Bodies	/ Sem
Yours faithfully,  Authorized Signatory  Name & Title of Signatory:  Name of Bidder:	

Ar .

# 9.7 Format for details of qualified teachers for providing Entrance Exam Coaching [ON BIDDERS LETTERHEAD]

Opposi	ector, evel Emplo ard Classo te Police F nada Road	es and Mi Radio Wir	nority We eless Offic	lfare), e,				
Sub: De	eclaration	about nu	mber of q	ualified teacher	s providing c	oaching		
Ref: Se Madhy	election of a Pradesh	f Coachin for Prepa	g Agency aration of	at Bhopal to p	orovide Coach atrance Exami	ning to OI nations	BC & Mi	nority Students of
(Biddi	ing Docum	nent No: _	D	ated: _/_/	)			
Sir,								
declar different informay l	re that, the ent course nation pro ead to disc	ere are es. The de ovided is t qualificati	No. of tails of tearue to best on of my i	of teachers imp achers, their su st of my knowle nstitute.	arting coachir bjects and co dge and any v	ng to stude urse are g villful mis	ents in v iven in s stateme	hereby various subjects for following table, the nt described herein
The o	lata is to h's pay sli	be shared ps, Degree	d in follov e certificat	ving format wi e	th supporting	evidence	of copy	of result of last 3
S. No.	Name of	Gender & Age	subject tought	Qualification	Total Experience	Contact No	Email ID	Documentary evidence to be attached: Pay

S. No.	Name of teacher	Gender & Age	subject tought	Qualification	Total Experience	No No	ID ID	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:

Jun

# 9.8 Format for Space and Infrastructure details

Sno.	Description	Filled by Bidden with
01	Name of the Organization	Filled by Bidder with supportive Documents
02	Registered Address	
03	Institute/Organization center Address	
04	Total area of center in Sq.ft. (used in coaching purpose)	
05	Audio video System	
06	Projector	
07	Library and Books	
80	Furniture - Tables & Chair etc.	
09	Drinking Water Purifier/Water Cooler system	
10	Firefighting/ fire extinguisher system with NOC from related department i.e. Municipal Corporation/Council	
11	Air-conditioning system	
11	Separate toilets	Male Female

### Note-

- 1. Proof Documents/Supportive documents will be uploaded by Bidder.
- 2. If false information found by ESC, Bid will be rejected at any stage.

Seal and Sign by Authorized person

**Date** 

**Place** 

Jan 1

## 9.9 Logical Action Plan

The logical action plan and methodology will be presented by a qualified bidder for presentation (who will achieve 40 or more points in the technical evaluation). The following points will be presented by the bidder during the presentation-

- 1- Teaching methodology for applied Group and course
- 2- Coaching programs for trainee
- 3- Committed faculties& experience,
- 4- Infrastructure & amenities (With Photo Graphs)
- 5- Past Experience and results of Coaching Center.
- 6- Environment of Coaching Center
- 7- Points that make you better than other organizations

#### Note-

- Bidder will prepare power point presentation.
- All supportive documents will be presented by Bidders.

Ave.

# Financial Bid Format for coaching programme under the scheme for year 2024-25

(The price/financial bid should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids)

### Guideline: -

9.10

Under the scheme and guideline maximum permissible Coaching 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 Coaching Fee for entire period (in INR)
1	Group "I"	Union Public Service Commission (UPSC)/ Madhya Pradesh Public Service Commission (MPPSC)		30,000/-
2	Group "II"	Central Staff Selection Commission (SSC), IBPS, PEB Exams	4 Months (Minimum 400 hours / 4 hours daily)	20,000/-
3	Group "III"	JEE Mains	6 Months (Minimum 600 hours / 4 hours daily)	30,000/-
4	Group "IV"	NEET	6 Months (Minimum 600 hours / 4 hours daily)	30,000/-

Following is the price bid format.

Note :- bidder may apply maximum all four divisions category (as par 5.1.1) but not more than one division in each division category

S. No.	Division Category	Name of Division in the Category	Name of applied	applied exam group	Name of applied	bid price/ student in INR	
			division (only one division of category allowed)	(as par 5.1.2) group "I"/"II"/"III"/ "IV"	courses (as per 5.1.2)	in figures	in words
01	"A"	Bhopal, Indore					
02	"B"	Jabalpur, Ujjain, Gwalior					
03	"C"	Sagar, Rewa					
04	"D"	Narmadapuram, Shahdol and Chambal					0

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under

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

#### Check-List 9.11

lo.	Parameter	Parameter Supporting documents Submitted			
	Legal Entity				
2.	Financial Strength	Certificate from the Chartered Accountant in prescribed format along with the copies of audited final accounts, which included receipts payments, Profit and Lose, Balance sheet with all annexure, including segregation of turnover for last three years.  copy of detail ITR i.e. uploaded on IT portal which included acknowledgment, calculation/computation sheet and other detail etc.(Year 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) and certificate of positive net worth as per RFP.  Note: UDIN must be mentioned in original.			
3	Experience	Year wise list of students in applied subject/group with complete address with their mobile numbers as proof (details includes enrolment no, photographs)  Note: Details of students should be of recent three years.			
4	Government Experience in coaching / Coaching	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 Mark sheet/offer latter photographs)			
6	Space availability	Registry document / Rent Agreement / Deed document etc.			
7	Infrastructure	Appropriate proof to be submitted along with self-declaration.			
8	Coaching experts	CVs of the resources Along with salary slips, HR declaration.			
9	Logical action plan	Logical action plan document must be uploaded.			
10	Annexure 9.1	Format for Technical Proposal Cover letter			
11	Annexure 9.2	Technical bid format		1	

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under Sardar Patel Coaching and Training Yojna- 2021



12	Annexure 9.3	Format for undertaking from bidder (On non -judicial stamp paper of worth Rs. 500.00 - duly attested by Notary Public)	
13	Annexure 9.4	Format for the power of attorney for nominating / appointing authorized person (On non -judicial stamp paper of worth Rs. 500.00 - duly attested by Notary Public)	
14	Annexure 9.5	Certificate in support of financial turnover (on CA letter head)	-
15	Annexure 9.6	Undertaking apropos not being barred/ blacklisting (On non -judicial stamp paper of worth Rs. 500.00 - duly attested by Notary Public)	
16	Annexure 9.7	Format for details of qualified teachers for providing Entrance Exam Coaching	
17	Annexure 9.8	Format for details of Space and Infrastructure	
18	Annexure 9.9	Format for logical Action plan	
19	Annexure 9.10	Financial bid format (in separate envelope)	

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

division category and for all 04 course category are as follows :-

conder fee ner divisi	on category and	IBPS/SSC/PEB	JEE	NEET
Division Category	PSC/UPSC IBPS/SSC/PEB		,22	
JIVISION GEORGE		151/	15K	15K
Α	15K	15K	10	
		151/	15K	15K
В	15K	15K	2011	
		151/	15K	15K
С	15K	15K	2011	
		451/	15K	15K
D	15K	15K	15	
-				

# **EXAMPLE for Applicable Tender Fee**

PSC/UPSC	IBPS/SSC/PEB	JEE	NEET	Total Tender fee
	×	×	×	Rs. 15,000/-
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	×	×	Rs. 15,000/
		×	×	Rs. 15,000/
		×	X	Rs. 15,000/
7 (0.000/	NII -	-NIL-	-NIL-	Rs. 60,000/
	PSC/UPSC	PSC/UPSC IBPS/SSC/PEB	PSC/UPSC IBPS/SSC/PEB JEE	X

division per category is Rs. 15,000/- in each case -

Fender fee per Division Category	PSC/UPSC	IBPS/SSC/PEB	JEE	NEET	Total Tender fee
Category				/	Rs. 60,000/-
A				×	-NIL-
В	X			×	-NIL-
С	×	X			-NIL-
D	$\times$	×	Rs. 15,000/-	Rs. 15,000/-	Rs. 60,000/-
	Rs. 15,000/-	Rs. 15,000/-	KS. 15,000/-	13. 13,000/	

in man cotogory is Rs. 15.000/- in each case -

Tender fee per Division Category	PSC/UPSC	IBPS/SSC/PEB	JEE	NEET	Total Tender fee
Α		/	×	×	Rs. 30,000/-
В	×	X		<b>/</b>	Rs. 30,000/-
С	×				Rs. 45,000/-
D		×		/	Rs. 45,000/-
	Rs. 30,000/-	Rs. 30,000/-	Rs. 45,000/-	Rs. 45,000/-	Rs. 1,50,000/-

Selection of Coaching Institutes for Coaching of Unemployed youth of OBC & Minority Classes for Various Competitive Exams under