

Fourth Call

Request for Proposal (RFP) For Services of an Institution for Preparing Students for Competitive Examinations of IITJEE/NEET Examinations

For

Examinations		Location
IITJEE	—	Indore
NEET	—	Indore & Bhopal

No –Sup100/ 402 Dated 08/04/2025

**Directorate of Public Instruction, Madhya Pradesh
Gautam Nagar, Bhopal - 462023**

The REQUEST FOR PROPOSAL (RFP)

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DISCLAIMER

The information contained in this Request for Proposal document (the —RFP) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Directorate 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 Directorate 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 Directorate in relation to the Project. Such assumptions, assessments and statements do not purport 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 Directorate, 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 Directorate accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Directorate, 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 or tort, 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 Directorate 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 Directorate 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 Directorate is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the Directorate reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Directorate 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 Directorate shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Section 1:

Information to Bidders

Standard definitions

- a) **Directorate** means Directorate of Public Instruction, Madhya Pradesh which has invited the bids for consultancy services and with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- b) **Bidder** means any entity or association of persons or lead partner, who has been shortlisted to submit their proposals, that may provide the Services to the Directorate under the Contract.
- c) **Contract** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- d) **Project specific information** means such part of the Instructions to Bidders used to reflect specific project and assignment conditions.
- e) **Day** means a calendar day.
- f) **Government** means the Government of Madhya Pradesh
- g) **Information to Bidders** means the Section 1 of the RFP document which provides Bidders with all information needed to prepare their proposals.
- h) **Letter of Award** refers to a written confirmation of an award of a contract by the Directorate (owner or principal) to a successful bidder, stating the amount of the award, the award date, and when the contract will be signed.
- i) **Personnel** means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- j) **Proposal** means the Technical Proposal and the Financial Proposal. RFP means the Request for Proposal prepared by the Directorate for the selection of Bidders.
- k) **Assignment / job** means the work to be performed by the Bidder pursuant to the Contract.
- l) **Terms of Reference** or **TOR** means the document included in the RFP which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Directorate and the Bidder, and expected results and deliverables of the Assignment/job.
- m) **CMC** means Consultancy Monitoring Committee.

1. Introduction

- 1.1 The Directorate will select a firm/organization (the Bidder) in accordance with the method of selection specified in the Data Sheet
- 1.2 The name of the Assignment/Job has been mentioned in the Data Sheet and the detailed scope of the assignment/ job has been described in the Terms of Reference.
- 1.3 The date and time for submission of the proposals has been given in the Data Sheet.
- 1.4 The Bidders are invited to submit their Proposal, for consulting Assignment/job named in the Data Sheet. The Proposal will be the basis for a contract with the selected bidder.
- 1.5 Bidders should familiarize themselves with local conditions and consider them in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Bidders are encouraged to attend a pre-bid meeting as specified in the Data Sheet.
- 1.6 The Directorate will provide, at no cost to the Bidders, the inputs specified in the Data Sheet, to carry out the Assignment/job, and make available relevant project data and reports.
- 1.7 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Directorate is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2. Bidder's personnel

- 2.1 The bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

3. Clarification and Amendment of RFP Documents

- 3.1 Bidders may request a clarification on any clause of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Directorate's email address indicated in the Data Sheet. The Directorate will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Directorate deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 3.2 below.
- 3.2 At any time before the submission of Proposals, the Directorate may amend the RFP by issuing an addendum in writing or by standard electronic means. Information related to

any addendum shall be published on the e-procurement web site <http://mptenders.gov.in> and will be binding on all bidders. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the Directorate may, if the amendment is substantial, extend the deadline for the submission of Proposals.

4. Conflict of Interest

- 4.1 The Directorate requires that Bidders at all times hold the Directorate's interests paramount, strictly avoid conflicts with other Assignments/jobs or their own corporate interests and act without any consideration for future work.
- 4.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - 4.2.1 Conflicting Assignment/job: The Bidder (including its Personnel) shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.
 - 4.2.2 Conflicting relationships: A Bidder (including its Personnel) that has a business or family relationship with a member of the Directorate's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Directorate throughout the selection process and the execution of the Contract.
- 4.3 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Directorate, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the Directorate comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.
- 4.4 No agency or current employees of the Directorate shall work as Bidders either directly or indirectly in any other capacity.

5. Unfair Advantage

- 5.1 If a short-listed Bidder could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 4 above, the Directorate shall make available to

all Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

6. Proposal

- 6.1 Bidders should submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

7. Proposal Validity

- 7.1 Bidders' bids must remain valid for 180 days after the last date of submission of proposals. During this period, Bidders shall maintain the availability of professional staff nominated in the Proposal and the financial proposal unchanged. Should the need arise however, the Directorate may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance the Directorate shall not consider such proposal for further evaluation.

8. Preparation of Proposals

- 8.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Directorate, shall be written in English language, unless specified otherwise.
- 8.2 In preparing their Proposal, Bidders are expected to examine, in detail, the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 8.3 While making the proposal, the bidder must ensure that he proposes the minimum number and type of experts as sought by the Directorate, failing which the proposal shall be considered as non-responsive.
- 8.3.1 Bidders are required to submit a Technical Proposal (TP) in forms provided in Section 3. The Data Sheet indicates the formats of the Technical Proposal to be submitted. Submission of an incomplete Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms
- a) A brief description of the bidder's organization, will be provided in Form Tech-2. In the same Form, the bidder will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate

the names of Professional staff who participated, duration of the Assignment/job, contract amount, and Bidder's involvement. Information should be provided only for those Assignments/jobs for which the Bidder was legally contracted by government agencies as a corporation/organization or as one of the major firms within a joint venture. Assignments/jobs completed by individual Professional staff working privately or through other firms cannot be claimed as the experience of the Bidder, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

- b) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule should also be provided. Guidance on the content of this section of the Technical Proposal is provided under Form Tech-3 to 6. The work plan should be consistent with the Work Schedule in Form Tech-6.
- c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to staff team members, and their tasks is to be provided in Form Tech-4.
- d) CVs of the professional staff above would be signed manually or digitally by the authorized representative of the Bidder (Form Tech-5).
- e) Details (Data Tables) of enrolled and selected candidates with the bidder for last three academic years in the specified format in Form Tech 9.

8.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be considered disqualified.

8.5 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/job, including remuneration for staff indicated in Form Fin-2 and 3. These costs should be broken down by activity. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

9. Taxes

9.1 The Bidder shall fully familiarize themselves about the applicable Domestic taxes(such as: GST, value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Directorate under the Contract. All such taxes must be included in the rates quoted by the bidder in the financial proposal and it will be responsibility of the bidder to pay all the taxes, fees, duties, levies etc. whichever is applicable to them.

10. Currency

10.1 Bidders shall express the price of their Assignment/job in Indian Rupees

11. Earnest Money Deposit (EMD)

11.1 Modalities of Earnest Money Deposit

- 11.1.1 An EMD of Rs. 3.00 Lakh (Rs. Three Lakhs only) per course per centre, as a token amount, in the form of Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee acceptable to the Authority, from any of the Scheduled Banks only, drawn in favor of the "Commissioner, Public Instruction" without which the proposals shall be rejected as non responsive. The bidder shall deposit EMD in online mode only. The bidder is advised to carefully calculate EMD as per choice of centre(s) and course(s) in his/her bid and draw a single instrument of the total amount applicable to his/her bid. The total cost of EMD is Rs. 9.00 lakhs for IIT/JEE & NEET courses and Indore & Bhopal centres. The validity period of such a Demand Draft/Banker's Cheque or Fixed Deposit Receipt, or Bank Guarantee shall not be less than 180 (ninety) days from the last date of submission of bid. The bidder(s) who submit their proposal for one or more course in a centre can avail exemption from EMD.
- 11.1.2 MSME which are registered in Madhya Pradesh shall be exempted from EMD as per Store Purchase Rule 2022 on the basis of producing valid documents.
- 11.1.3 No interest shall be payable by the Directorate for the sum deposited as earnest money deposit
- 11.1.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful bidder.
- 11.1.5 In the case of the Selected Bidder, EMD shall be retained till he has provided a performance Security under the Contract.
- 11.1.6 The Selected Bidder's EMD will be returned, without any interest, upon the selected bidder signing the Contract and furnishing the Performance Security of 3% of the value of the contract in accordance with the provisions thereof. EMD will not be adjusted against the amount of Performance security to be furnished under the contract. The validity of the Performance Security Guarantee shall be 60 days beyond the end of the contract period.
- 11.1.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice as specified in Clause 1.8. of the General Conditions (GC) of Contract;
- b) If a Bidder withdraws its bids during the period of Bid validity as specified in this RFP;
- c) In the case of Selected Bidder, if it fails within the specified time limit

to:

- i) To sign and return the duplicate copy LOA;
- ii) To sign the Contract; or
- iii) To furnish the Performance Security within the period prescribed thereof in the Contract; or
- iv) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the performance security

12. Submission, Receipt, and Opening of Proposal

12.1 The RFP document is available and downloadable on www.mptenders.gov.in website.

12.2 Tender Fees of Rs. 5000/- (non-transferable & non-refundable) must be paid online at e-procurement portal (www.mptenders.gov.in).

12.3 The bidder is responsible for registration on the e-procurement portal (www.mptenders.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number **0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787**. The Bidder shall submit the proposals online.

12.4 The Bidder shall attach with the response all supporting documents as contained in the checklist provided below:

Sr. no	Document type	Applicable courses
1	Incorporation certificate/Registration certificate/Gumashta or lease deed for centre premises	All
2	MOA & AOA /similar legal document for partnership firm/registered trust/cooperative society/ Proprietary Firms	All
3	GST registration certificate	All

Sr. no	Document type	Applicable courses
4	Self-declaration certificate stating the bidder has not been blacklisted by the Central/state government/public sector organization	All
5	Signed affidavits by board of directors/partners or authorised representative of the agency as specified in the table on technical qualification and evaluation criteria contained in section 18 and 19	All
6	Audited financial statements of last 3 years	All
7	Details of all students enrolled with the bidder in full time classroom program in last three academic years 2020-21, 2021-22 and 2022-23 (IIT/NEET as applicable)	All (As applicable)
8	Details of all students enrolled with the bidder in full time classroom program in the centre(s) being applied in State of Madhya Pradesh and clearing JEE Mains and JEE Advanced and admitted in IIT/ NIT/Government Engineering Colleges in last three academic years 2020-21, 2021-22 and 2022-23. Name, roll no., mobile no., rank (in ascending order), name of college admitted into, and medium (Hindi/English) & documentary evidence of student being enrolled with the bidder in fulltime classroom program & admitted into college specified to be enclosed.	IITJEE
9	Details of all students enrolled with the bidder in full time classroom program in the centre(s) being applied in State of Madhya Pradesh clearing NEET and other exam, if any and admitted into AIIMS /JIPMER/ Government medical colleges in last three academic years 2020-21, 2021-22 and 2022-23. Name, roll no., mobile no., rank (in ascending order), name of college admitted into, and medium (Hindi / English) & documentary evidence of student being enrolled with the bidder in fulltime classroom program & admitted into college specified to be enclosed	NEET
10	CVs of faculty to be stationed at each of the centre(s) bid is submitted for as specified in the table of evaluation criteria contained in section 19.	All
11	Sample Hindi materials used as part of coaching	All
12	TECH-1 (Format specified in Section 3)	All
13	TECH-2 (Format specified in Section 3)	All
14	TECH-3 (Format specified in Section 3)	All
15	TECH-4 (Format specified in Section 3)	All

Sr. no	Document type	Applicable courses
16	TECH-5 (Format specified in Section 3)	All
17	TECH-6 (Format specified in Section 3)	All
18	TECH-7 (Format specified in Section 3)	All
19	TECH-8 (Format specified in Section 3)	All
20	TECH-9 (Format specified in Section 3)	All
21	FIN-1 (Format specified in Section 4)	All
22	FIN-2 (Format specified in Section 4)	All
23	FIN-3 (Format specified in Section 4)	All
24	Presentations, dashboards & such other supporting documents as mentioned in technical evaluation criteria in Section 19	All

- 12.5 The original proposal, both technical and Financial Proposals, shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signs the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Form Tech-1 of Section 3, and Form Fin-1 of Section 4. The proposals submitted without relevant documents shall not be accepted during technical bid opening such proposal shall be rejected outrightly during opening of technical envelop.
- 12.6 An authorized representative of the Bidder shall initial all pages of the original Technical and Financial Proposals.
- 12.7 The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on www.mptenders.gov.in. Applicants should furnish/upload scanned copies of all documents preferably in pdfFormat. The financial bids are to be uploaded only in the prescribed formats and bid of any firm which discloses any pricing information in technical bid stage will be summarily rejected.
- 12.8 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Directorate on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Directorate in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal.
- 12.9 Bidder Selection Committee (BSC) constituted by the Directorate will carry out the evaluation process.
- 12.10 Evaluation of Technical Proposals: BSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

12.11 The BSC shall evaluate the Technical Proposals on the basis of their responsiveness, and required documents submitted by the bidder to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in table at para 18 of section 1. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the above requirements. Only responsive proposals shall be further taken up for evaluation as per technical evaluation criteria mentioned in para 19. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal are defined in para 19 of this RfP.

12.12 Opening & evaluation of the Financial Proposals:

12.12.1 Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time as specified in the Table in Para 17 of Section 1, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score and their financial proposal shall be read aloud.

12.12.2 The BSC will correct any computational errors. In case of a discrepancy between word and a figure stated in the financial proposal, the alphabetical description of any amount shall prevail. However, once the bid is received and opened, no correction in the document will be made in any case by anybody. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

13. Award of Contract

13.1 The Bidders who have submitted their response shall first be evaluated & scored against the technical qualification & evaluation criteria specified in para 19 of this section. Bidders who have obtained at least 70% marks in their technical score shall be invited to submit their financial quotes.

Note: A bid will be disqualified invariably if the bidder scores 0 in the sub-criteria relating to sample hindi material (maximum score: 5m) for his chosen Course (Not applicable for CLAT). Sample Hindi material for IIT/JEE and NEET can be submitted

physically at office of the Directorate of Public Instruction, M.P. due to big size of the scanned documents.

- 13.2 The bidder shall be awarded the contract based on combined techno-commercial evaluation process as specified in section 20. After selection, the Directorate shall issue a Letter of Award (LOA) to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken. The LOA shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the Letter of Award, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received back by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof on request of such bidder within the aforesaid stipulated time, appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 13.3 The bidders will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section 5, within 5 days of issuance of the letter of intent. The bidder will be required to furnish a performance bank guarantee in the format specified in Appendix G within 7 days from the issuance of the letter of intent.
- 13.4 The Award of tender to the successful bidder will be initially for the Class XI cohort of the present session (which includes full time two consecutive years' coaching of students i.e., students enrolled in class XI in the present session i.e. the first year - 2024-25 and when they transit to class XII in the next academic session i.e., the second year – 2025-26). In this way the duration of the award for which bidder render services is two years (2024-25 & 2025-26) for the present year's class 11 cohort.

After the end of first year the award may be extended for a new cohort of class XI of next academic session (which includes full time two consecutive years' coaching of students i.e., students enrolled in class XI in the 2025-26 and when they transit to class XII - 2026-27) by the Directorate on the basis of satisfactory services by the bidder and mutual agreement of the Directorate and the bidder. The bidder shall have to submit a fresh performance security guarantee for the new cohort.

14. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Directorate's antifraud and corruption policies.

15. Bidding options

Bid for providing coaching services to enrolled students in all subjects forming part of the competitive exam for the course (or courses) selected by the bidder, conducting assessments on a continuous basis to monitor & report student progress, and providing enrolled students with all other assistance as may be required to appear for the competitive exam. Coaching for the course(s) opted by the bidder needs to be provided at the bidder's premises located in the district(s) opted for (Bhopal/Indore). In unavoidable situation online coaching may be the other option and the rates quoted by the bidder must take this in consideration. No additional charges shall be paid to the bidder for online classes. The financial bid quoted by the bidder must be inclusive of transportation costs and must clearly mention the amount allocated towards transportation. The State reserves the right to decide on whether transportation services need to be availed from the bidder or not. The State also reserves the right to deduct transportation costs on pro rata basis in case coaching is conducted in online mode beyond thirty days for any reason.

16. The Bidder is required to make explicit disclosure in their response of the course/courses being selected (IITJEE or NEET Exam) and the location centre (Bhopal/Indore). Bidder need to furnish bid for IITJEE for Indore and NEET Exam for Bhopal/Indore locations.

17. DATA SHEET

- I. Name of the Directorate: Directorate of Public Instruction, Government of Madhya Pradesh
- II. Name of the Assignment/job is: Coaching services for preparing students for competitive examinations of IITJEE, NEET Exam
- III. A pre-bid meeting will be held: Yes, as per schedule mentioned below in the Directorate. Authorised representative of the bidder can attend the meeting on producing authorisation letter or power of attorney.
- IV. The Directorate's representative is: Shri D K Sharma, Joint Director, Directorate of Public Instruction.
- V. All correspondances with the directorate need to be mailed to- statisticsdpi@gmail.com.
- VI. The Directorate shall share the requisite information/data/documents pertaining to these, available with the Directorate, with the Bidder(s) for the purpose of executing the services required of them, including but not limited to:
 - a) Relevant materials from ongoing Super 100 scheme in the state including assessment reports & results
 - b) Selection test results of students shortlisted under each of the streams

- c) Any other data on student performance by subject in Boards that may be required by the Bidder
- VII. Proposals must remain valid for 90 days after the last date of submission of proposal
- VIII. Clarifications may be, if required, sought/ requested not later than 1 day prior to the Pre-bid meeting by written communication.
- IX. The formats of the Technical Proposal to be submitted are:
 - a) Form Tech 1: Letter of Proposal/bid submission
 - b) Form Tech 2: Bidder's organization & experience
 - c) Form Tech 3: Approach & methodology
 - d) Form Tech 4: Team composition
 - e) Form Tech 5: Curriculum vitae
 - f) Form Tech 6: Work Schedule
 - g) Form Tech 7: Comment / modification suggested on draft contract
 - h) Form Tech 8: Information regarding any conflicting activities and declaration thereof.
 - i) Form Tech 9: Data Tables of students enrolled and selected
- X. Bidder to state the cost in Indian Rupees
- XI. Time Schedule of Process of Proposals
- XII. The Directorate shall adhere to the following schedule:

S. No.	Event Description	Date
1	Date of publish of RfP	09-04-2025 (10:00Hrs)
2	Pre-bid Meeting	11-04-2025 (11:30Hrs)
3	Last Date of submission of Bids	22-04-2025 (17:30Hrs)
4	Date and time of opening of Technical Bids	23-04-2025 (17:30Hrs)
5	Opening of Financial Bids	To be announced later

- XIII. Documents as mandatorily specified and applicable to the bidder [table at para 12.4] should be uploaded on the portal. Applicants should furnish/upload scanned copies of all documents preferably in pdf format.

18. TECHNICAL QUALIFICATION CRITERIA

The procedure for detailed evaluation of general eligibility conditions, technical qualifications criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

S. No.	Basic Requirements	Description	Documents Required
1.	Legal Entity	The Bidder must be a company registered under Indian Companies Act 1956 or 2013 or LLP Act 2008/ registered trust under the Indian Trusts Act 1882/ registered society under the Societies Registration Act 1860/partnership firm registered under the Indian Partnership Act, 1932 in India for the last three (03) years (as on the date of bid submission). In other cases, should have a valid registration issued by a Government authority for running a coaching institute or Proprietary Firms.	Incorporation certificate along with MoA/partnership deed or other similar legal document along with Gumashta certificate proving it for submitting bid for said location i.e a trade license or a business license (or similar legal document) should be furnished as documentary proof. In other cases or a proprietary firm, any valid document applicable/ admissible/ trade license for running a coaching institution issued by a Government authority.
2.	Registrations	Bidder should have valid GST or other relevant tax registration	Copies of relevant Registrations
3.	Black listing / Terminations	A self-certified letter by the authorized signatory of the bidder, that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector)	Declaration to be signed by board of directors/partners/ members or authorised representative .
Specific to Bidders opting to provide coaching to students to appear for IITJEE Main & Advanced entrance examinations			
4.	Area of business	The Bidder must be engaged in the provision of coaching services for JEE Main & Advanced entrance examinations for a minimum period of three years preceding date of submission with turnover not less than Rs 1.00 crore in each of the three (3) financial years	Affidavit signed by board of directors/partners/ members or authorised representative stating areas of work carried out by the bidder along with years of experience in providing coaching services for JEE Main & Advanced entrance examinations; audited financial

S. No.	Basic Requirements	Description	Documents Required
		preceding the date of submission.	statements for FY 2020-21 , 2021-22 and 2022-23 verified with UDIN. In the event of unavailability of audited financial statements, financials should be accompanied with a certificate from CA attesting its accuracy.
5.	No. of students enrolled	Minimum no. of students enrolled with the bidder for JEE must not be less than 500 (fulltime classroom programme) during each of the three (3) years preceding date of proposal submission. The Bidder must have a running center three (3) years prior to the date of proposal at the location (Indore) being applied for.	<ul style="list-style-type: none"> • Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in Section-3) • Provide list in excell sheet in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload it the proposal and also upload summary sheet for the data. • Provide an affidavit signed by board of directors/partners/ members or authorised representative verifying that the above-mentioned list is correct.
Specific to Bidders opting to provide coaching to students to appear for NEET entrance examinations			
6.	Area of business	The Bidder must be engaged in the provision of coaching services for NEET entrance examinations for a minimum period of three (3) years preceding date of submission with a turnover not less than Rs 1.00 crore in each of the three (3) financial years preceding the date of submission.	Affidavit signed by board of directors/ partners/ members stating areas of work carried out by the bidder along with years of experience in providing coaching services for NEET; audited financial statements for 2020-21 , 2021-22 and 2022-23 verified with UDIN. In the event of unavailability of audited financial statements, financials should be accompanied with a certificate from CA attesting its accuracy.
7.	No. of students enrolled	Minimum no. of students enrolled with the bidder for NEET must not be less than 500 (fulltime classroom	<ul style="list-style-type: none"> • Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in

S. No.	Basic Requirements	Description	Documents Required
		<p>programme) during each of the three (3) years preceding date of proposal submission.</p> <p>The Bidder must have a running center three (3) years prior to the date of proposal at the location (Indore & Bhopal) being applied for.</p>	<p>Section-3)</p> <ul style="list-style-type: none"> • Provide list in excell sheet in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload it the proposal and also upload summary sheet for the data. • Provide an affidavit signed by board of directors/partners/ members or authorised representative verifying that the above-mentioned list is correct.
8	Franchise Firms	<p>The franchise firms must have a valid legal agreement with the original firm for running a coaching class at the centre being applied for.</p> <p>The Bidder running franchise firms must have a running center three (3) years prior to the date of proposal at the location (Indore & Bhopal) being applied for.</p>	<ul style="list-style-type: none"> • Provide legal franchise agreement document. • Provide documentary proof for fulfilling minimum technical qualification criteria for the centre being applied for.

19. TECHNICAL EVALUATION CRITERIA

Evaluation criteria for IITJEE entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
1	Annual results (over last three (3) years) of students enrolled with the bidder for coaching services for entrance examinations under a full time classroom program and qualifying IITJEE Mains entrance examination (The information provided by the bidder will be confirmed with the students/ lists available with concerned official websites.)	Selection Rate: (Total No of students admitted into NITs / Govt. Engineering colleges (only for B.tech/B.E. course) / Total no. of students enrolled in the bidder's full time programme of JEE)*100 = P If P, P<=2% (0 marks) 2>P<=5% (5 marks) 5>P<=7.5% (10 marks) 7.5>P<=10% (15 marks) P>10% (20 marks)	20	<ul style="list-style-type: none"> Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload in excel sheet. Provide an affidavit signed by board of directors/partners / members or authorised representative verifying that the above-mentioned list is correct and that the students mentioned in the tables 1, 2A, 2B, 2C were enrolled with the bidder for coaching

Evaluation criteria for IITJEE entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
2.	Annual results (over last three (3) years) of Hindi Medium students enrolled with the bidder for coaching services for entrance examinations under a full time classroom program and qualifying IITJEE Mains entrance examination (The information provided by the bidder will be confirmed with the students/ lists available with concerned official websites.)	Selection Rate: (Total No of Hindi Medium Student Selected /Total No of students admitted into NITs / Govt. Engineering colleges (only for B.tech/B.E. course) *100 = P IF P, P<=5% (0 marks) 5>P<=10 % (5 marks) 10>P<=15% (10 marks) 15%>P (15 marks)	15	<ul style="list-style-type: none"> • Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload in excel sheet. • Provide an affidavit signed by board of directors/partners / members or authorised representative verifying that the above-mentioned list is correct and that the students mentioned in the tables 1, 2A, 2B, 2C were enrolled with the bidder for coaching.

Evaluation criteria for IITJEE entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
3.	Annual results (over last three (3) years) of students enrolled with the bidder in full time classroom program and qualifying IITJEE Advanced entrance examination (The information provided by the bidder will be confirmed with the students/ lists available with concerned official websites.)	Selection Rate: (No of enrolled students qualifying JEE Advanced and admitted in IITs / Total no. of students enrolled in the bidder's full time programme of JEE)*100 = P Where, P<=1% (0 marks) 1>P<=1.5% (5 marks) 1.5>P<=2% (10 marks) P>2% (20 marks)	20	<ul style="list-style-type: none"> • Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload in excel sheet. • Provide an affidavit signed by board of directors/ partners/ members or authorised representative verifying that the above-mentioned list is correct and that the students mentioned in the tables 1, 2A, 2B, 2C were enrolled with the bidder for coaching.

Evaluation criteria for IITJEE entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
4.	Minimum team of 7 individuals (Physics, Chemistry & Maths teachers – 2 each & 1 Program Manager) with not less than 3 years of experience of coaching students to appear for IITJEE Mains & Advanced entrance examinations & being proficient in delivering instructions in Hindi; to be stationed at each centre/ dedicated to students selected under this program/teaching majority portion of the respective subjects to students selected under this program at the bidder's premises	<p>These 2 teachers for each subject will be considered for the purpose of scoring & evaluation.</p> <p>Points basis CVs:</p> <p>2 Physics teachers – 7 pts (3.5 pts each); 2 Chemistry teacher – 7 pts (3.5 pts each); 2 Maths teacher - 7 pts (3.5 pts each); Head & program manager – 4 pts</p> <p>(For each of the subject specific teachers (Physics, Chemistry & Maths) – 1.5 pts to be given to qualification of teachers & 2.0 pt to be given to coaching experience of teachers. For program manager: Graduation: 1 pt Post graduation: 2 pt Experience of upto 2 years as a program manager: 0 pt, 2-5 years: 1.0 pt, 5> years: 2 pts)</p>	25	<p>Provide details of the two teachers for each subject who will be delivering lectures for majority topics of each subject. These 2 teachers for each subject will be considered for the purpose of scoring & evaluation</p> <p>Details to be provided of each of the 6 teachers: Team profiles & resumes along with degree/mark sheet; duly signed / digitally signed by the authorized signatory of the bidder indicating proportion of Hindi medium students forming part of the class(es) including a self-declaration that teachers whose profiles have been shared are proficient in delivering lectures in Hindi.</p> <p>Provide CV with degree/marksheet for the Program Manager</p>

Evaluation criteria for IITJEE entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
5.	Samples of study material in Hindi for each of the subjects forming part of the competitive exams	Points basis on the study material submitted to be assigned; 0 pts if Hindi study material is not available even for one of the subjects (for each of the subjects – Physics, Chemistry & Maths)	5	<p>Sample copies of Hindi study material for IITJEE coaching need to be submitted for 3 chapters from each subject as follows:</p> <p>Maths:</p> <p>1)Permutations & Combinations,</p> <p>2)Limits, continuity & Differentiability,</p> <p>3)Complex numbers and quadratic equations</p> <p>Physics: 1)Rotational motion,</p> <p>2)Electromagnetic induction & alternating currents,</p> <p>3)Optics</p> <p>Chemistry – 1)Physical chemistry (Chemical thermodynamics),</p> <p>2)inorganic chemistry - P block elements,</p> <p>3)Organic chemistry - Hydrocarbons</p> <p>Bidder may be asked to submit remaining chapters when required.</p>

Evaluation criteria for IITJEE entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
6.	<p>Proposal document & presentation on</p> <ul style="list-style-type: none"> – Technical approach & methodology indicating detailed understanding of scope of work – Suggested work plan, deliverables, proposed organization and staffing – Proposed methodology for continuous monitoring of the content covered – Tests taken and milestones achieved by students along-with sample format of dashboard & reports for the Directorate of Public Instructions showing student-wise detailed progress 	<p>15 pts (7 pts on the basis of documents and 8 pts on the basis of presentation)</p>	15	<p>Supporting documents, sample dashboards, milestones document, sample tests/assessments</p>

Evaluation criteria for NEET entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
1	Average annual results (over last three (3) years) of students admitted into medical colleges for pursuing a degree in medicine and were enrolled with the bidder for coaching services for entrance examinations under a full time classroom program	<p>Selection rate: (No. of enrolled students qualifying NEET and securing admission in any govt. medical college/ Total no. of students enrolled with the bidder in its full time classroom programme) *</p> <p>$100 = P$ IF P, $P \leq 2.5\%$ (0 marks) $2.5 > P \leq 5\%$ (5 marks) $5 > P \leq 7.5\%$ (10 marks) $7.5 > P \leq 10\%$ (15 marks) $P > 10\%$ (20 marks)</p>	20	<ul style="list-style-type: none"> • Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload in excel sheet. • Provide an affidavit signed by board of directors/partners/ members or authorised representative verifying that the above-mentioned list is correct and that the students mentioned in the tables 1, 2A, 2B, 2C were enrolled with the bidder for coaching

Evaluation criteria for NEET entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
2.	Average annual results (over last three (3) years) of Hindi Medium students admitted into medical colleges for pursuing a degree in medicine and were enrolled with the bidder for coaching services for entrance examinations under a full time classroom program	Selection rate: (Total No of Hindi Medium Student selected /No. of enrolled students qualifying NEET and securing admission in any govt. medical college) * 100 = P IF P, P<=5% (0 marks) 5>P<=10 % (5 marks) 10>P<=15% (10 marks) 15%>P (15 marks)	15	<ul style="list-style-type: none"> • Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload in excel sheet. • Provide an affidavit signed by board of directors/partners/ members or authorised representative verifying that the above-mentioned list is correct and that the students mentioned in the tables 1, 2A, 2B, 2C were enrolled with the bidder for coaching

Evaluation criteria for NEET entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
3	Average annual results (over last three (3) years) of students securing a rank and admitted into AIIMS or JIPMER for pursuing a degree in medicine who were enrolled with the bidder for coaching services for entrance examinations under a full time classroom program	<p>Selection rate: $\frac{\text{No of enrolled students who secured a medical seat in AIIMS or JIPMER}}{\text{Total no. of students enrolled with the bidder}} \times 100 = P$ Where, $P \leq 1\%$ (0 marks) $1 < P \leq 1.5\%$ (5 marks) $1.5 < P \leq 2\%$ (10 marks) $P > 2\%$ (20 marks)</p>	20	<ul style="list-style-type: none"> Provide List of Students enrolled with the bidder in Data Table-1, 2A, 2B, 2C (Given in Section-3) and upload in excel sheet. Provide an affidavit signed by board of directors/ partners/ members or authorised representative verifying that the above-mentioned list is correct and that the students mentioned in the tables 1, 2A, 2B, 2C were enrolled with the bidder for coaching.

Evaluation criteria for NEET entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
4	Minimum team of 7 (Physics, Chemistry & Biology teachers – 2 each & 1 program manager) individuals with not less than 3 years of experience of coaching students to appear for NEET entrance examinations & being proficient in delivering instructions in Hindi to be stationed at each centre/ dedicated to students selected under this program at the bidder's premises/ teaching majority portion of the respective subjects to students selected under this program	<p>These 2 teachers for each subject will be considered for the purpose of scoring & evaluation.</p> <p>Points basis CVs:</p> <p>2 Physics teachers – 7 pts (3.5 pts each); 2 Chemistry teachers – 7 pts (3.5 pts each); 2 Biology teachers -7 pts (3.5 pts each); Head & program manager – 4 pts (For each of the subject specific teachers (Physics, Chemistry & Biology) – 1.5m to be given to qualification of teachers & 2 m to be given to coaching experience of teachers. For program manager: Graduation: 1 pt Post graduation: 2 pt Experience of upto 2 years as a program manager: 0 pt, 2-5 years: 1.0 pt, 5> years: 2 pts))</p>	25	<p>Provide details of the two teachers for each subject who will be delivering lectures for majority topics of each subject. These 2 teachers for each subject will be considered for the purpose of scoring & evaluation.</p> <p>Details to be provided of each of the 6 teachers: Team profiles & resumes along with degree/mark sheet; duly signed / digitally signed by the authorized signatory of the bidder indicating proportion of Hindi medium students forming part of the class(es) including a self-declaration that teachers whose profiles have been shared are proficient in delivering lectures in Hindi.</p> <p>Provide CV with degree/mark sheet for the Program Manager</p>

Evaluation criteria for NEET entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
5	Samples of study material in Hindi for each of the subjects forming part of the competitive exams	Points basis on the study material submitted to be assigned; 0 points if Hindi study material is not available even for one of the subjects (each of the subjects – Physics, Chemistry & Biology)	5	<p>Sample copies of Hindi study material for NEET coaching need to be submitted for 3 chapters from each subject as follows:</p> <p>Physics: 1)Rotational motion, 2)Electromagnetic induction & alternating currents, 3)Optics</p> <p>Chemistry – 1)Physical chemistry (Chemical thermodynamics), 2)inorganic chemistry - P block elements, 3)Organic chemistry - Hydrocarbons</p> <p>Biology: 1)Cell structure & functions, 2)Human physioplogy, 3)Biotechnology & its applications</p> <p>A declaration should be given by the authorized signatory of the bidder that the remaining chapters will be submitted when required.</p>

Evaluation criteria for NEET entrance examinations				
Sr. No.	Description	Scoring criteria	Maximum Score	Supporting Document
6	<p>Proposal document & presentation on</p> <ul style="list-style-type: none"> – Technical approach & methodology indicating detailed understanding of scope of work – Suggested work plan, deliverables, proposed organization and staffing – Proposed methodology for continuous monitoring of the content covered – Tests taken and milestones achieved by students along-with sample format of dashboard & reports for the Directorate of Public Instruction, showing student-wise detailed progress 	15 pts (7 pts basis documents and 8 pts basis presentation)	15	Supporting documents, sample dashboards, milestones document, sample tests/assessments

20. Process and methodology of evaluation:

Financial bid of only those bidders with at least 70 out of 100 marks in technical evaluation for centre(s) of Bhopal/Indore will be considered. The financial bid (fb) will be normalized on a scale of 100, with lowest bid being normalized to 100 and the rest being awarded on a pro-rata basis. The normalized scores would be considered for the purpose of Quality and Cost Based Selection (QCBS).

The individual bidder's commercial scores are normalized as per the formula $fn = fmin/fb * 100$

- fn = Normalized commercial score for the bidder under consideration
- fb = Absolute financial quote for the bidder under consideration
- $fmin$ = Minimum absolute financial quote
- Composite Score (S) = $tb * 0.8 + fn * 0.2$

The bidder with the highest Composite Score(s) will be called for negotiations for the award of contract.

As a part of their financial bid, the bidder is required to submit the supporting documents in the formats provided in Section 4.

To facilitate evaluation of proposals, the Directorate may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Directorate for this purpose. Any request for clarifications and all clarification(s) in response thereto shall be in writing.

If an applicant does not provide clarifications sought within the specified time, its proposal shall be liable to be rejected. In case the proposal is not rejected, the Directorate may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

Section 2:

Terms of Reference

1. Context

The state is set to revise & launch a new Super 100 scheme which will operate with the aim of providing necessary coaching to meritorious students for admission to eminent professional courses through competitive examinations. Under the Super 100 scheme, all students in Class X Board examinations are allowed to sit for a selection examination. Selection examination has been conducted by the Directorate and was an OMR based assessment with application based questions on physics, maths & Chemistry for selection to Super 100 JEE course and physics, chemistry & biology for selection to the Super 100 NEET course. Top 51 students for JEE (102 for Indore & Bhopal only) (51 each for Bhopal/Indore) and top 102 students for NEET (51 each for Bhopal/Indore) each will be eligible for enrollment into the Super 100 scheme to avail coaching services for the respective competitive examinations for centres in Bhopal/Indore. These 204 students will be distributed between 2 centres i.e. Bhopal & Indore basis merit list, their most preferred choice and availability of seats. These students shall be provided coaching services to the selected course by successful bidder to the respective course and centre.

The bidder must opt for at least 1 course at one of the 2 centres i.e. Bhopal & Indore in and can opt for all 3 courses at both centres as per Fin Form table (2A, 2B, 2C). Coaching services need to be provided at the premises of the bidder located within the district opted for (Bhopal/Indore). Financial quote submitted by the bidder must be inclusive of transportation, costs & must clearly specify the amount allocated towards transportation. The State reserves the final right to decide whether to award the contract with/without transportation to the bidder.

The broad objectives of **this Assignment** include:

- I. Provide coaching services for the course(s) selected by the bidder (IITJEE/NEET Exam) in the district(s) opted by him (Bhopal and Indore) and provide all other assistance as may be required to the students for appearing for the competitive examinations at par with any regular student admitted by the coaching institute in its private capacity.
- II. Conduct regular assessment programs to test progress of students and submit reports to the Directorate of Public Instruction, M.P.
- III. Conduct not less than 5 complete mock tests simulating the entrance examination and provide assistance/guidance as may be required for enrollment/registration for the entrance examination.
- IV. Provide coaching separately for Hindi / English medium students along with other regular students of the coaching centre.
- V. Provide pre examination and post examination counselling and outreach support to facilitate student to get admitted successfully in desired course and college.

Providing coaching services to eligible students enrolled into the Scheme

- The Bidder shall be responsible for providing coaching services for the course (selected as part of submission of the proposal – for IITJEE and/or NEET Exams the case may be) for a period of not less than 2 years for all qualifying students
- The coaching hours must be scheduled only outside of school hours prescribed by the Directorate of Public Instruction for Grade XI & XII
- Coaching hours to qualifying students to not be less than 12 hours per week over an 80-100 week period
- The Bidder is expected to provide up-to-date study/ test materials in Hindi, evaluate the test answers periodically (at least once a month) and provide at least a quarterly ranking report of students to the Additional Director, Directorate of Public Instruction.
- The Bidder should adhere to the minimum team criteria mentioned as part of the technical qualifications section and must submit detailed team profiles as part of the proposal response.
- Any change made by the bidder to the team profiles submitted as part of the proposal is subject to the approval of the Additional Director, Directorate of Public Instruction
- Coaching institutes are also required to equip the students with basic skills in English so as to make them proficient in reading, speaking & writing. For the same, at least 180 minutes a week for the first 5 months must be allocated towards coaching the students in English language.
- Class timings for providing coaching for the competitive exams shall be decided at the time of commencement of coaching in discussion with the coaching institute as per the convenience of the students and the educational institution, keeping in view the weather conditions and holidays.
- If the State decides to avail transportation services also from the bidder, it will be the responsibility of the bidder to arrange for transportation facilities for all students along with security arrangements from respective centres of the State in Bhopal and Indore to the Bidder's premises on a daily basis. The bidder shall ensure that all transportation & security arrangements provided by them are in accordance with government rules.

Conduct regular tests/assessments to monitor progress of students and submit reports to Directorate of Public Instruction

- The Bidder will be responsible for continuous evaluation & monitoring of students on progress over course duration and provide the Directorate of Public Instruction at least a quarterly dashboard covering syllabus completed till date against targeted plan, tests conducted, performance of students, progress/decline in performance Distribution of scores of students across subjects
- Progress chart of students across tests in current quarter & previous quarter
- Highlights of top 3 areas where improvement is critical & top 3 strong points

Conduct mock tests and provide guidance/counseling to students as may be required

- The Bidder should provide at least 5 Mock tests based on complete syllabus of JEE/ NEET Entrance Test which will simulate real JEE/ NEET Exam during the 1-month period preceding the date of respective entrance examinations
- The Bidder is also expected to provide end-to-end awareness & communication support and facilitation to the enrolled students related to JEE / NEET Entrance Test exams including aspects like form-filling, documents etc and provide guidance during the college selection/ counseling process after the JEE/ NEET results are declared.

Provide pre-examination and post examination counselling and outreach support to facilitate student to get admitted successfully in desired course and college.

- The bidder should facilitate all enrolled candidates by helping them fill their application form for the entrance test and submit online fees as and where applicable; bills of which shall be reimbursable by the Department.
- The bidder is expected to facilitate all successful candidates who have qualified the entrance exam in their counseling process till the time they get admission in their course/college.

2. Deliverables and timelines:

Sl.No.	Activities/ Deliverables to be completed	Approx. Timeline (T = date of entering into agreement)	% of payment (of total quoted amount)Qtrly Basis
1	Enrollment process, distribution of material and session commencement <ul style="list-style-type: none">• Complete enrollment process of qualifying students Complete distribution of study/practice material required at least for the next 3 months	T+2 Months	15 %
2	Conducting regular classes		

Sl.No.	Activities/ Deliverables to be completed	Approx. Timeline (T = date of entering into agreement)	% of payment (of total quoted amount)Qtrly Basis
	for providing coaching for the course selected by the bidder, distribute copies of relevant sections of the study material corresponding to the topics being taught in class	T+8 Months	20%
3	Completion of not less than 12 months of coaching and not less than 6 tests being conducted alongwith submission of detailed report & dashboard on assessments to the Directorate of Public Instruction	T+14 Months	20%

Sl.No.	Activities/ Deliverables to be completed	Approx. Timeline (T = date of entering into agreement)	% of payment (of total quoted amount)Qtrly Basis
4a	Completion of entire syllabus & administration of not less than 5 complete mock tests alongwith submission of detailed report & dashboard on assessments to the Directorate of Public Instruction	T+20 Months	20%
5	<p>Payment basis success ratio: To be paid only for the students enrolled with the bidder under the Super 100 program who qualify IIT JEE Mains/NEET and secures a seat in a medical college.</p> <p>Provision of guidance to students in form filling for enrollment into the course and admission into college/next level after declaration of results;</p>	T+24 Months	<p>25 %</p> <p>The bidder will be paid the remaining amount on the basis of the terms and conditions set below.</p> <p><i>i. Full payment</i></p> <p><i>where 40/50 students qualified in JEE Mains and secured admission in NITs/Govt. Colleges or, where 5/50 students qualified in JEE Advance and secured admission in</i></p>

Sl.No.	Activities/ Deliverables to be completed	Approx. Timeline (T = date of entering into agreement)	% of payment (of total quoted amount)Qtrly Basis
	provision of guidance to students in counselling sessions before college admissions		<p><i>IITs;</i></p> <p>where 10/50 students qualified in NEET and admitted in Govt. medical college or where 2/50 students secured admission in AIIMS.</p> <p><i>ii. Half payment</i></p> <p>where 30/50 students qualify JEE Mains and secure admission in NITs/Govt. Colleges or,</p> <p>where 6/50 students qualified in NEET and admitted in Govt. medical college;</p> <p><i>iii. Quarter payment</i></p> <p>where 20/50 students qualify JEE Mains and secure admission in NITs/Govt. Colleges or,</p> <p>where 3/50 students qualified in NEET and admitted in Govt. medical college.</p> <p><i>iv. No payment for selection lesser than above</i></p>
6	Additional incentive: To be	T+24 months	20% *N*Fee per student

Sl.No.	Activities/ Deliverables to be completed	Approx. Timeline (T = date of entering into agreement)	% of payment (of total quoted amount)Qtrly Basis
	paid only for the proportion of students enrolled with the bidder under the Super 100		Where N=Number of students enrolled with the bidder under the Super 100 program securing an All India Rank within Top 1000 in IITJEE Advanced/top 1000 in NEET

Section 3

Technical bid forms

Form Tech 1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To:

Commissioner Public Instruction,
Directorate of Public Instruction
Gautam Nagar, Bhopal, M.P.

Dear Sir:

We, the undersigned, offer to bid for the RfP and provide the Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date]

	Bhopal	Indore
IITJEE	NA	
NEET		

We hereby propose to bid for providing coaching services for _____, _____ & _____ course (IITJEE / NEET Foundation Entrance Test) at centres _____, _____ & _____. (Bhopal/Indore)

(Please tick on applicable boxes above)

We are hereby submitting our Proposal online, which includes this Technical Proposal and Financial Proposal. Hindi Study Material & EMD is being submitted in person in the Directorate of Public Instruction, Gautam Nagar, Bhopal on the date and time specified in the RfP for the same.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and we understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SERVICE PROVIDERS'S ORGANIZATION AND EXPERIENCE

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm, services provided, no. of students enrolled till date, number of students successfully clearing the competitive examination and enrolled into IITs/medical colleges/Law colleges or Universities, etc.]

B - Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment/job for which experience details may be submitted).]

1	Assignment/job name	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees)	
1.4	Location within country	
1.5	Duration of Assignment/job (months)	
1.6	Name of government agency	
1.7	Address	
1.8	Professional course for which coaching services were provided for	
1.9	Number of students enrolled with the bidder under the project	
2.0	Number of students clearing the competitive exam who were enrolled with the bidder under the aforesaid project	
2.1	Number of students securing a rank within Top 1000 in the competitive exam who were enrolled with the bidder under the aforesaid project	
2.2	Name of faculty members who were a part of the aforesaid project	

Note: Please provide documentary evidence from the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested that the Technical Proposal be divided into the following three chapters]

- A. Technical Approach and Methodology,
- B. Work Plan, and
- C. Organization and Staffing,

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Directorate), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents that will be provided to the state should also be included here. The work plan should be consistent with the Work Schedule of Form TECH-6.

c) **Organization and Staffing.** The Bidder should **propose and justify** the structure and composition of their team. A list of the main disciplines of the Assignment/job, the Project Manager responsible, and proposed technical and support staff should be provided.

FORM TECH-4**TEAM COMPOSITION AND TASK ASSIGNMENT/JOB****Teaching Staff/Program manager – Coaching provided at Bidder's premises)**

Sr. No.	Name of Staff	Qualifications	Experience (in years)	Position / Task assigned for this job

FORM TECH-5**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

- I. Proposed Position:
- II. Name of Firm:
[Insert name of firm proposing the staff]:
- III. Name of Staff: [Insert full name]
- IV. Date of Birth:
- V. Nationality:
- VI. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

- VII. Other Trainings relevant to the assignment
- VIII. Years of coaching experience:
- IX. Teaching experience with bidder:

X. Teaching experience using Hindi as primary language for medium of instruction:
(Yes/No)

XI. Languages known:

XII. Documentary evidence to be attached: Pay slip, degree certificate, experience certificate

XIII. Overall employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]

From [Year]:_____To Year]:_____

Directorate:

Positions held:

Detailed Tasks Assigned

[List all tasks to be performed under this Position]

XIV. Work undertaken that best illustrates capability to handle the tasks related to the assignment

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed in the assignment]

Name of Assignment/job or project:

Year:

Location:

Directorate:

Main project features:

Positions held:

Activities performed:

Certification:

XV. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]]

[Full name of authorized representative]

Date:_____

Place: _____

FORM TECH-6
WORK SCHEDULE

Details should be provided for each activity

No.	Activity	Months (till the end of assignment – till 14 here only for illustrative purposes)													
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															

FORM TECH-7**COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT**

[Here the bidder shall mention any suggestion / views on the draft contract attached with the RFP document. The bidder may also mention here any modifications sought by him in the provisions of the draft contract. However, the Directorate is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-8

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF
Are there any activities carried out by your firm or group company which are of conflicting nature. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, have not indulged in any such activities which can be termed as the conflicting activities under Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Directorate which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form Tech 9

IMPORTANT While filling the Data tables given below, the Bidder should follow the following rules:

- (1) Filling up of all columns for each Student is mandatory for the bidder. Only those students will be counted for Technical Evaluation purposes for whom the bidder has provided information for all the columns in the tables given below.
- (2) In case of NEET The Bidder should not include information of students selected in courses other than MBBS i.e for courses like BDS, BAMS, etc.

Note : Please prepare single list for the centre(s) being applied in State of Madhya Pradesh.

Data Table – 1 Details of Students Enrolled – in IITJEE/NEET (to be clearly mentioned)

S.No	Location of center	Name of student enrolled in the coaching	Registration ID/Enrolment ID with institute	Student's Mobile No./ Parents Mobile No.	Medium	Year of enrolment in the coaching (mention 2020-21/2021-22/2022-23)

Data Table – 2A

Information of All Students Selected in IITJEE/NEET (to be clearly mentioned) (in the year 2020-21)

S.No	Name of the student	Location of the Centre	Student ID No. issued by the Coaching Institute	Student's Mobile No./ Parents Mobile No.	Medium (hindi/ english)	Roll No.	All India Rank	Category Rank	Name of College Allotted/ Admitted	Govt. College / Pvt. College

Data Table – 2B

Information of All Students Selected in IITJEE/NEET Entrance Test (to be clearly mentioned) (in the year 2021-22)

S.No	Name of the student	Location of the Centre	Student ID No. issued by the Coaching Institute	Student's Mobile No./ Parents Mobile No.	Medium (hindi/ english)	Roll No.	All India Rank	Category Rank	Name of College Allotted/ Admitted	Govt. College / Pvt. College

Data Table – 2C

Information of All Students Selected in IITJEE/NEET Entrance Test (to be clearly mentioned) (in the year 2022-23)

S.No	Name of the student	Location of the Centre	Student ID No. issued by the Coaching Institute	Student's Mobile No./ Parents Mobile No.	Medium (hindi/ english)	Roll No.	All India Rank	Category Rank	Name of College Allotted/ Admitted	Govt. College / Pvt. College

Note : list of students (Table-1, 2A, 2B & 2C) to be uploaded in form of excel sheet also in the provided list.

Section 4

Financial Bid Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

Location, Date]

To:

The Commissioner Public Instruction,
Directorate of Public Instruction
Gautam Nagar, Bhopal, M.P.

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is as per BoQ. The mentioned amount is inclusive of all applicable taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Section 1 Part II.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Note: Please do not mention any financial quote in the Financial Proposal with technical bid. Upload BoQ in second envelop only. For further detail refer to clause 8 for preparation of the proposal.

FORM FIN-2**SUMMARY OF COSTS****Coaching provided at Bidder's premises****FIN FORM Table 2-A**

		Bhopal				
S.No.	Particulars	No. of Students (A)	Fee + Taxes per student (Rs) (B)	Transportation cost per student (Rs) (C)	Total amount in (Rs) (A*B) – Without transportation	Total amount in (Rs) (A*(B+C) – With transportation
1	Total for providing coaching services for NEET*	51				
	Total (Inclusive of all taxes & charges where applicable)					

FIN FORM Table 2-B

		Indore				
S.No.	Particulars	No. of Students (A)	Fee + Taxes per student (Rs) (B)	Transportation cost per student (Rs) (C)	Total amount in (Rs) (A*B) – Without transportation	Total amount in (Rs) (A*(B+C) – With transportation
1	Total for providing coaching services for IITJEE*	51				
2	Total for providing coaching services for NEET*	51				
	Total (Inclusive of all taxes & charges where applicable)					

FIN FORM Table 2-C

Fill separately for each course applied:

For IIT / JEE :

S.No.	Particulars	Amount in Rupees	Amount in words
1.	Online coaching fees for a fulltime classroom programme student (Fee+Taxes)		
2	Study material, test papers, other stationery (not included above)		
3	Others		

For NEET:

S.No.	Particulars	Amount in Rupees	Amount in words
1.	Online coaching fees for a fulltime classroom programme student (Fee+Taxes)		
2	Study material, test papers, other stationery (not included above)		
3	Others		

Authorized Signature

Name:

Designation:

Name of firm:

Address:

Section - 5

Standard form of Contract

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Bidder
 - 4. Bidders' Personnel
 - 5. Obligations of the Directorate
 - 6. Payments to the Bidder
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A – Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the Directorate

CONTRACT FOR COACHING SERVICES

between

**Directorate of Public Instruction
Government of Madhya Pradesh**

and

[Name of the Bidder]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the —Contract) is made the [day] day of the month of [month], [year],

Between
Government of Madhya Pradesh, Directorate of Public Instruction

-Government of Madhya Pradesh (office address), [name of employer] (hereinafter called the
Directorate),
And,
Name of Bidder
Address

WHEREAS

- a. the Bidder, having represented to the Directorate that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated [] issued by the Directorate ;
- b. the Directorate has accepted the offer of the Bidder to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this

Contract:

(a) The General Conditions of Contract; (b) The Special Conditions of Contract; (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the Directorate

Appendix F: Duties of the Bidder

II. General Conditions of Contract

1. GENERAL PROVISIONS

1. **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) Applicable Law means the laws and any other instruments having the force of law in India for the time being.
 - (b) Bidder means any private or public entity that will provide the Services to the Directorate under the Contract.
 - (c) Contract means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
 - (d) Day means calendar day.
 - (e) Effective Date means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - (f) GC means these General Conditions of Contract.
 - (g) Government means the Government of Madhya Pradesh
 - (h) Local Currency means Indian Rupees.
 - (i) Party means the Directorate or the Bidder, as the case may be, and Parties means both of them.
 - (j) Personnel means professionals and support staff provided by the Bidders and assigned to perform the Services or any part thereof.
 - (k) SC means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - (l) Services means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A hereto.
 - (m) Third Party means any person or entity other than the Directorate, or the Bidder.
 - (n) In writing means communicated in written form with proof of receipt.
2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract; in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract and
 - (b) Client will make payments to the Service Provider in accordance with the provisions of the Contract.
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents

constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

- (a) The provisions of this Contract shall override all provisions of other documents the Contract.
- (b) The provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- (c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
- (d) the Appendices shall be subject to each of the Contract, SC and the GC
- (e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Service Provider.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Client

[Signature] [Name] [Designation]

FOR AND ON BEHALF OF SERVICE PROVIDER

[Signature] [Name] [Designation]

- (a) The Service Provider shall carry out and complete the Services in accordance with the provisions of the Contract;and
- (b) The Employer shall make payments to the Service Provider in accordance with the Provisions of theContract.

INWITNESS WHEREOF, the Parties hereto havecausedthis Contract to besigned in theirrespective namesas of the dayand yearfirst abovewritten.

Signed by-----

In presence:

- 1. Witness 1
- 2. Witness 2

1.1 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Directorate and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.3 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the Directorate may approve.

1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Directorate or the Bidder may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties: The Bidder and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption

1.8.1 Definitions: It is the Directorate's policy to require that Employers as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Directorate defines, for the purpose of this provision, the terms set forth below as follows:

- (a) corrupt practice means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (b) fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- (c) collusive practices means a scheme or arrangement between two or more bidders, with or without the knowledge of the Directorate, designed to establish prices at artificial, noncompetitive levels;
- (d) coercive practices means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the Directorate

- (a) The Award of tender to the successful bidder will be initially for two years 2022-2023 and 2023-24. The contract may be extended by the directorate for another cohort as per terms & conditions specified in the RFP document and subject to mutual agreement of both parties.
- (b) The Directorate may terminate the contract if it determines at any time that representatives of the bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the bidder having taken timely and appropriate action satisfactory to the Directorate to remedy the situation;
- (c) The Directorate may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Directorate-financed contract.

1.8.3 Commissions and Fees

At the time of execution of this Contract, the Bidders shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the Effective Date) of the Directorate's notice to the Bidder instructing the Bidder to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice

to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Directorate is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, —Force Majeure means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this

Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- (d) Further the bidder, in cases where it is possible to provide material portion of services alternatively such as in an online mode, shall take all reasonable and necessary steps to continue to deliver services as per the terms of the agreement with necessary modifications as approved by the Additional Director, Public Instructions MP. The above Force Majeure exception shall not cover such situations.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. If such notice is not received by the other party within a reasonable time after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Directorate, shall either:
 - (i) Demobilize,; or
 - (ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro rata basis, under the

terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The Directorate may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.9 Termination

2.9.1 By the Directorate: The Directorate may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC

- (a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Directorate may have subsequently approved in writing.
- (b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Bidder, in the judgment of the Directorate, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Bidder submits to the Directorate a false statement which has a material effect on the rights, obligations or interests of the Directorate.
- (f) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Directorate.
- (g) If the bidder fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the bidder to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Bidder is unable to perform or is likely to be

unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (i) If the Directorate, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence the Directorate shall give a not less than thirty (30) days' written notice of termination to the Bidders, and in case of the event referred to in 2.9.1. (h) may consider to reach a mutually revised agreement before such a notice.

2.9.3 By the Bidder: The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Directorate, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Directorate fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable or is likely to be unable to perform a material portion of the Services for a period of not less than sixty (60) days. However, in such a case, the bidder shall have to ensure that pursuant to clause 7.2, all suitable actions are taken to protect interests of the Directorate and attempt is made to reach to a revised mutual agreement.
- (c) If the Directorate fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Directorate is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Directorate of the Bidder's notice specifying such breach.

2.9.4 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to

Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC

2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.5 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to

a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Directorate, the Bidder shall proceed as provided, respectively, by Clauses GC 3.8 or 3.9 hereof.

2.9.6 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Directorate shall make the following payments to the Bidder:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)(i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the Directorate may consider to make payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Directorate. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty(30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof.

3. OBLIGATIONS OF THE BIDDER

3.1 General

3.1.1 Standard of Performance: The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Directorate, and shall at all times support and safeguard the Directorate's legitimate interests in any dealings with Third Parties.

3.1.2 Conflict of Interests: The Bidder shall hold the Directorate's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract,

a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to the Directorate and seek its instructions.

3.1.3 Bidder not to benefit from Commissions, Discounts, etc.: (a) The payment of the Bidder pursuant to Clause GC 6 hereof shall constitute the Bidder's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that the Personnel similarly shall not receive any such additional payment.

(b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Directorate on the procurement of goods, works or services, the Bidder shall comply with the Directorate's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Directorate. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Directorate.

3.1.4 Bidder and Affiliates Not to Engage in Certain Activities: The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

3.1.5 Prohibition of Conflicting Activities: The Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.1.6 The selected institute should be willing to mobilize its own resources for smooth conduct of the approved programme. They shall be duty bound to ensure that the coaching programme is not suffered due to delay, if any, in release of funds by the Directorate.

3.2 Confidentiality: Except with the prior written consent of the Directorate, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3 Insurance to be Taken out by the Bidder: The Bidder (i) shall take out and maintain insurance, at their own cost but **on terms and conditions approved by the "Directorate"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Directorate's request, shall provide evidence to the Directorate showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 3.4 Accounting, Inspection and Auditing:** The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Directorate or its designated representative and/or the Directorate, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Directorate or the Directorate, if so required by the Directorate or the Directorate as the case may be.
- 3.5 Service Provider's Actions Requiring "Employer's Prior Approval:** The Bidder shall obtain the Directorate's prior approval in writing before making any change or addition to the Personnel listed in Appendix C.
- 3.6 Reporting Obligations:** The Bidder shall submit to the Directorate the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7** The institute shall maintain Management Information System (MIS) with full details of candidates in consultation with Directorate enrolled for the Super 100 programme along with their medium, attendance, subjectwise performance, scores in mock tests etc., and furnish this information to the Directorate as and when required.
- 3.8 Documents Prepared by the Bidder to be the Property of "the Directorate":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for the Directorate under this Contract shall become and remain the property of the Directorate, and the Bidder shall, not later than upon 7 days from termination or expiration of this Contract, deliver all such documents to the Directorate, together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Directorate and the Directorate reserves right to grant or deny any such request. However, the bidder may use details of successful candidates only after due acknowledgment of Super 100 Scheme in its promotional material. The bidder shall not disclose personal details of enrolled students under the Super 100 scheme with any third party without prior consent of the Directorate.
- 3.9** Material furnished by DPI - Materials made available to the bidder by DPI shall be the property of DPI and shall be marked accordingly. Upon termination or expiration of this Agreement, the bidder shall within 7 days furnish forthwith to Directorate, an inventory of such materials and shall dispose of such materials in accordance with the instructions of Directorate.

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 General:** The Bidder shall employ and provide such qualified and experienced

Personnel as are required to carry out the Services.

4.2 Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidder's Key Personnel are as per the bidder's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the Directorate, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidder by written notice to the Directorate, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Directorate's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Directorate and the Bidder. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this

Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Personnel listed by title as well as by name in Appendix C are hereby approved by the Directorate. In respect of other Personnel which the Bidder proposes to use in the carrying out of the Services, the Bidder shall submit to the Directorate for review and approval a copy of their Curricula Vitae (CVs). If the Directorate does not object in writing (stating the reasons for the objection) within twenty- one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Directorate.

4.4 Removal and/or Replacement of Personnel:

(a) Except as the Directorate may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Directorate(i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Directorate's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Directorate.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidders may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Directorate. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Bidder shall ensure that at all times during the Bidder's performance of the Services a resident project manager, acceptable to the Directorate, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Directorate shall use its best efforts to ensure that the Government shall:

- (a) Provide the Bidder, and Personnel with work permits and such other documents as shall be necessary to enable the Bidder or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Bidder and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the bidder for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the Directorate:

- (a) The Directorate shall make available to the Bidder and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described

in Appendix E at the times and in the manner specified in said Appendix E.

- (b) In case that such services, facilities and property shall not be made available to the Bidder as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Bidder for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Bidder under this Contract, the Directorate shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the Directorate shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Directorate with the Bidder's advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding —Directorate's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Directorate shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE BIDDER

6.1 Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix D as per the Service Provider's proposal to the Employer.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Service Provider as necessary

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment:

The payments in respect of the Services shall be made as follows:

- (a) The bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 6.
- (b) Once a milestone is completed, the bidder shall submit the requisite deliverables as specified in this Contract. The Directorate shall release the requisite payment upon acceptance of the deliverables. However, if the Directorate fails to intimate

acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Directorate shall release the payment to the bidder without further delay.

- (c) Final Payment: The final payment as specified in SC 6 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidder and approved as satisfactory by the Directorate. The Services shall be deemed completed and finally accepted by the Directorate and the final report and final statement shall be deemed approved by the Directorate as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Directorate unless the Directorate, within such ninety (90) day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report or final statement. The Bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Directorate has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Bidder to the Directorate within thirty (30) days after receipt by the Bidder of notice thereof. Any such claim by the Directorate for reimbursement must be made within twelve (12) calendar months after receipt by the Directorate of a final report and a final statement approved by the Directorate in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Directorate after submission by the bidder and the bidder has made presentation to the CMC / Directorate (Mention this if presentation is required) with / without modifications to be communicated in writing by the Directorate to the bidder.
- (e) If the deliverables submitted by the bidder are not acceptable to the Directorate / CMC, reasons for such non-acceptance should be recorded in writing; the Directorate shall not release the payment due to the bidder. This is without prejudicing the Directorate's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the bidder only after it re-submits the deliverable and which is accepted by the Directorate.
- (f) All payments under this Contract shall be made to the accounts of the Bidder specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Bidder of any obligations hereunder, unless the acceptance has been communicated by the Directorate to the bidder in writing and the bidder has made necessary changes as per the comments / suggestions of the Directorate communicated to the Bidder.
- (h) In case of early termination of the contract, the payment shall be made to the bidder as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The bidder shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A

reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the bidder in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

- (i) In case where coaching is conducted by online means for more than thirty days, transportation costs (if applicable) shall be necessarily deducted from the billable payments and online coaching charges as submitted in Fin Form Table 2H by the bidder shall be made payable based on number of students undertaking online classes and number of months. Notwithstanding anything under clause 9.2, Bidder is dutibound to inform DPI of such transition in the mode of coaching and will be held liable for damages in case of silence or misrepresentation.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Directorate and the Bidder, has not been settled amicably, then the dispute shall be referred in writing by either party to initiate the Arbitration process as per

Arbitration and Conciliation Act, 1996. The cost of the arbitration shall be equally shared by the Directorate and the Bidder. The jurisdiction of the court of law will be within Madhya Pradesh. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- 8.3** Notwithstanding any disputes with reference to the Contract pending for arbitration, the bidder shall continue to perform its obligations in accordance with the Directorate's decision or instruction, and shall also continue to perform its obligations under the Contract including payment of any undisputed monies due to the bidder.

9. Liquidated Damages

- 9.1** The parties hereby agree that due to negligence of act of the contracted party, if the employer suffers losses/damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as a reasonable estimate of the damages. The Directorate is not liable to pay any of the damages as mentioned hereunder or anywhere in the agreement, as per the provisions of this Contract.
- 9.2** The amount of liquidated damages under this Contract shall not exceed 10% (ten percent) of the total value of the contract as specified in **Appendix-D**.

10. Time to be essence

- 10.1.** Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the Bidder.
- 10.2.** In case the bidder encounters conditions that are likely to affect the timely performance of Services for causes beyond its reasonable control as per agreed timeline, they shall promptly notify Directorate in writing of the fact of the delay, its likely duration and its cause(s) with justification. As soon as practicable after receipt of the notice, directorate shall evaluate the situation and may, at its discretion, extend the time for performance with or without penalty.
- 10.3.** Except as provided above, a delay by the agency in the performance of its delivery obligations shall render it liable to the imposition of penalty pursuant to conditions of Contract.

11. Miscellaneous provisions:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Bidder shall notify the Directorate of any material change in their status, in particular, where such change would impact on performance of

obligations under this Contract.

- (iv) Each member/constituent of the Contractor/Bidder shall be jointly and severally liable to and responsible for all Consultant obligations towards the Directorate/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Bidder shall at all times indemnify and keep indemnified the Directorate/Government of Madhya Pradesh against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Bidder shall at all times indemnify and keep indemnified the Directorate/Government of Madhya Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Bidder.
- (vii) The Contractor/ Bidder shall at all times indemnify and keep indemnified the Directorate/Government of Madhya Pradesh against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contracts

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.		The addresses are: Directorate of Public Instruction, Government of Madhya Pradesh Attention : Shri Ravindra Singh, Additional Director, DPI Facsimile : Bidder : Attention : Facsimile :
2.		The Authorized Representatives are: For the Directorate: Shri Ravindra Singh, Additional Director, DPI For the Bidder:

4.		<p>The effectiveness conditions are the following:</p> <p>Selected organization/agency to provide Performance Security of 3% to the Directorate (Authority) with in 7 (seven) days from the date of receipt of Letter of Intent.</p>
5.		Total time period shall be as decided mutually by both parties
6.		<p>Schedule of Payment</p> <p>The schedule of payment will be as under the TOR</p>
7	9	The Arbitration proceeding shall take place in Bhopal in India.

Binding signature of Directorate Signed by

(for and on behalf of the Directorate of Public Instruction)

Binding signature of Contractor Signed by

(for and on behalf of duly authorized vide Resolution No dated of the Board of Directors of In the presence of (Witnesses)

1.

2.

Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Directorate and the Bidders, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by Directorate, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here —Not applicable.

APPENDIX C – STAFFING SCHEDULE

(Include the agreed staffing schedule)

APPENDIX D – Total COST OF SERVICES

(Include here the rates quoted in the financial proposal)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities to be made available to the Bidder by the Directorate).

APPENDIX-F: MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS)
FACILITY FOR RECEIVING PAYMENTS

A. DETAIL OF ACCOUNT HOLDER:

OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

B. BANK ACCOUNT DETAILS:

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	
BSR CODE OF BANK	
DATE OF EFFECT	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user instruction responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of Customer

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Branch is presently not —RTGS enabled then upon its up-gradation to RTGS Enabled branch. Please submit the information again in the above proforma to the Directorate at earliest.

APPENDIX-G

PERFORMANCE SECURITY

(Refer clause 2.1 of GC of the Contract)

Directorate of Public Instruction

WHEREAS:

- (A) (The **Bidder**) and the Directorate of Public Instruction, Government of Madhya Pradesh (the **Authority**) have entered into a Contract dated(the—**Contract**) whereby the Authority has agreed to the Bidder undertaking the establishment of subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Bidder to furnish a Performance Security to the Authority in a sum of Rs..... (Rupees) (The **Guarantee Amount**) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement) and for a period of 60 days beyond 4 (four) months from the Effective Date (as defined in the Agreement).
- (C) We through our Branch at..... (The **Bank**) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows: PERFORMANCE SECURITY

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the Bidder's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Bidder, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of Deputy Secretary to the Authority that the Bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Bidder is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Bidder for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Bidder before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Bidder contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Bidder or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Bidder under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the Bidder for release of the Performance Security along with the particulars required to satisfy the expiry of Guarantee Period, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement

Signed and sealed this _____ day of _____, 2025 at _____

SIGNED, SEALED AND DELIVERED For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

Number)

(Address)

- (I) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (II) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

End of the document
