



DD/MM/YYYY

**RFP for selection of coaching agency through QCBS
method for providing coaching to ST students for
preparation of Common Law Admission Test (CLAT)
under Akanksha Yojna**

RFP Ref No:

Date:

For CLAT (Location Jabalpur)

The Commissioner, Tribal Development,

Tribal Affairs Department

2nd Floor, Satpura Bhawan, Area Hills, Bhopal-

462004, Phone No. (0755)- 2557088

[E-mail: itcell.ctd@mp.gov.in](mailto:itcell.ctd@mp.gov.in)

Tribal Affairs Department, Govt. of Madhya Pradesh

Table of Contents

Contents

Glossary	2
Invitation for Bids	3
1. Introduction	4
2. Instruction to Bidders	9
3. Qualification and Evaluation Methodology	12
4. Scope of Work	18
5. Payment Schedule	23
6. Service Level Agreement	25
7. General Conditions of Contract	26
8. Bidding Format	Error! Bookmark not defined.

Glossary

Terms	Meaning
TAD	Tribal Affairs Department
CA	Coaching Agency/ Institute
AIIMS	All India Institute for Medical Science
NEET	National Eligibility cum Entrance Test
CLAT	Common Law Admission Test
JEE	Joint Entrance Examination
ST	Schedule Tribe
DC	Deputy Commissioner
CTD	Commissioner Tribal Development
DA	Designated Authority
PBG	Performance Bank Guarantee
PQP	Pre-Qualification Proposal
NA	Not Applicable
RFP	Request for Proposal
PQ	Pre-Qualification
TQ	Technical Qualification
QCBS	Quality and Cost Based Selection
IIT	Indian Institute of Technology
IIST	Indian Institute of Engineering Science and Technology
NIT	National Institute of Technology
IIIT	Indian Institute of Information Technology
GFTI	Government Funded Technical Institutes
CFTI	Centrally Funded Technical Institute

Invitation for Bids

Tribal Affairs Department is the nodal agency responsible for all the development areas for tribal population in Madhya Pradesh. Akanksha Yojna is a scheme which emphasizes on giving professional guidance to tribal students through coaching institutes for various entrance competitive examinations. Through this scheme department helps students of Scheduled Tribe category in preparation of following professional entrance examinations:

1. Common Law Admission Test (CLAT)

The Akanksha Yojna aims to bridge the existing gaps between Tribal category students and rest of the students in the state in terms of accessibility and reach of quality education. This scheme is to promote a level playing field and give students of Schedule Tribe category a better chance /opportunity to succeed in entrance examinations like CLAT. Tribal Affairs Department desires to invite bids from competent coaching institutes to provide quality coaching to students for **Common Law Aptitude Test (CLAT)** entrance examinations.

For and on behalf of

Commissioner, Tribal Development

Tribal Affairs Department

2nd Floor, Satpura Bhawan, Bhopal, Madhya

Pradesh

1. Introduction

Level of education and economic strength are indicators of development for any category of society. Population of Scheduled Tribes in the state is 153.16 lakh (according to Census 2011) which is 21.10 percent of the total population of the state, thus Madhya Pradesh is such a state in the country where every fifth person belongs to Scheduled Tribes. In order to ensure the welfare and development of these sections the Tribal Affairs Department has control over the schemes prepared by department under the allocated budget.

It is seen that there is no access to professional coaching/guidance after class 10th to students of scheduled tribe category. Because of this the students get less success in entrance examination of national level institutes. They are even not aware about courses available in different streams. It is thought that after passing the Class 10th examination, bright students of scheduled tribe category among those who perform well and scores 60% and above marks will be selected through transparent process. They also will be given further school education in 11th and 12th standard and at the same time professional guidance through reputed coaching institute will be provided.

Hostel facilities are already provisioned for students of scheduled tribe category at divisional level by department. Students will be provided accommodation at hostel, formal education in schools and professional coaching in selected institute under this ambitious scheme.

1.1 Objective

The objective of Akanksha Yojna is to improve the success ratio of scheduled tribe category students in the entrance examination for Tribal Affairs Department desires to invite bids from competent coaching institutes to provide quality coaching to students for **Common Law Aptitude Test (CLAT)** entrance examinations.

Under this scheme coaching/professional guidance will be provided to students so that they get equal opportunity in compared to all other students of different categories.

To improve the success ratio of scheduled tribe students in entrance examination and finally admission into institute of repute, it is proposed to facilitate coaching for Scheduled Tribe students of Class 11th and 12th standards.

Tribal Affairs Department desires to invite bids from competent coaching institutes to provide quality coaching to students for **Common Law Aptitude Test (CLAT)** entrance examinations.

1.2 Background

Madhya Pradesh is one of the most tribal dominated state in the country. The state government is trying to improve the indicators of socio-economic and educational development. With a predominant presence of the Tribal population, health & education has become a priority. The provision of education is of paramount importance and State governments have massive focus on improving the educational indicators of the State Tribal domiciles. As one of the key enabler to address these concerns, training/coaching assistance for entrance examination of professional courses will be provided to student of Schedule Tribe category.

It is envisaged to provide coaching guidance to Student of Class XI & XII to improve their success ratio in **Common Law Aptitude Test (CLAT)** entrance examinations entrance Exams. All the concerned expenses of coaching, schooling & boarding shall be borne by the Tribal Affairs Department. The selection of students to be benefited from the scheme will be

on basis of a Qualifying Entrance Test. The test shall be conducted by the selected agency (Bidder) and short-listing of candidates will be done on merit basis with equal gender enrollment ratio.

Thereby, the MP Tribal Affairs Department envisages appointing a competent coaching institute for providing guidance to students of schedule tribe category to perform better and get admissions in reputed institutes through **CLAT**. Duration of the project will be initially 2 years and can be further extended for 2 more years.

The selected agency is expected to conduct the **CLAT** entrance examinations at **Jabalpur district** of MP state. This district is also a divisional headquarters from administrative perspective:

1.3 Definition of Terms

- 1.3.1. **"Agreement"** means the Agreement to be signed between the successful bidder and TAD including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- 1.3.2. **"Bidder"** means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the Coaching Agency with whom TAD signs the agreement for providing its services ".
- 1.3.3. **"Contract"** is used synonymously with Agreement.
- 1.3.4. **"Contract Value"** means, the amount quoted by the CA in its financial bid. If the Contract Value is increased due to change request, increase in tax rates/tax laws etc. in accordance with the terms of this Agreement, then the Authority shall have the right to seek additional Performance Guarantee to such increased extent of Contract Value and the penalties/liquidated damages etc. getting affected by such increase would be calculated based on such increase from the effective date of such increase in the Contract Value.
- 1.3.5. **"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 1.3.6. **"Effective Date"** means the date on which this Contract is signed
- 1.3.7. **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.3.8. **"TAD"** Tribal Affairs Department.
- 1.3.9. **'TAD's Representative / Project Coordinator'** means the person or the persons appointed by the designated authority from time to time to act on its behalf for overall

coordination, supervision and project management.

- 1.3.10. "Selection" means student gets selected through CLAT/AILET in any NLU (National Law University) or 5-year BBA LLB course of IIM Rohtak or as notified by the commissioner of the department.
- 1.3.11. "CA" means Coaching Agency which has to provide coaching services to scheduled tribe category students as per the scope of work of this RFP.
- 1.3.12. "Scope of Work" means all Goods and Services, and any other deliverables as required to be provided by the CA under this RFP.
- 1.3.13. "CA's Team" means Coaching Agency's team, who has to provide Goods & Services to the designated authority under the scope of this Contract. This definition shall also include any and/or all of the employees of authorized service providers/ partners and representatives or other personnel employed or engaged either directly or indirectly by CA for the purposes of this Contract.
- 1.3.14. 'Service Level(s)' means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in the RFP.
- 1.3.15. 'Service Specifications' means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the RFP and the Contract, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the CA to meet the design criteria.
- 1.3.16. "Purchase Order" means the purchase order(s) issued from time to time by the designated authority (TAD) to the CA to provide Goods and Services as per the terms and conditions of this Contract.
- 1.3.17. "Replacement Service Provider" means the organization replacing CA in case of contract termination for any reasons
- 1.3.18. "Sub-Contractor" shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the designated authority and the heirs, legal representatives, successors and assignees of such person.
- 1.3.19. "Services" means the work to be performed by the agency pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related/ ancillary services that may be required to execute the Scope of

Work under the RFP.

1.3.20. 'Timelines' means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP;

1.4 Bidding Data Sheet

S. No	Particulars	Details
1.	Name of RFP issuing authority	Commissioner, Tribal Development, Tribal Affairs Department, Govt. of Madhya Pradesh
2.	Document Reference Number	No/ AkankshaYojna/RFP/2023-24/17114
3.	Availability of the document	RFP is available and downloadable on MP e-tender portal: https://mptenders.gov.in All subsequent changes to the RFP shall be published on the above mentioned websites.
4.	Start date and time for Purchase of RFP	28.08.2023
5.	Submission of queries	Pre bid queries to be Shared at itcell.ctd@mp.gov.in by 31.08.2023 11:00
6.	Pre – Bid Meeting	31.08.2023 12:00 PM
7.	Response to Pre Bid Queries	1.09.2023
8.	Last date and time for Purchase of RFP	14.09.2023 12:00
9.	Last date of submission of Proposal	14.09.2023 15:00 Online at https://mptenders.gov.in/
10.	Date and Time of opening of Technical Proposal	15.09.2023 16:00 Venue: Commissioner, Tribal Affairs Department 2 nd Floor, Satpura Bhawna, Area Hills, Bhopal-462004, Phone No. (0755)- 2557088
11.	Date of opening of Financial proposal	TBD Commissioner, Tribal Affairs Department 2 nd Floor, Satpura Bhawna, Area Hills, Bhopal-462004, Phone No. (0755)- 2557088
12.	Cost of RFP Document	Rs. 20,000 (Rupees Twenty Thousand) to be paid online through e-Procurement portal https://mptenders.gov.in/
13.	Earnest Money Deposit (EMD)	Rs. 10,00,000 (Rupees Ten Lakh) to be paid online through e- Procurement portal https://mptenders.gov.in/ (Please note that no exemption for EMD will be accepted).
14.	Performance Bank Guarantee	5 % of the contract value (To be given within 15 days post issuance of Letter of Intent/Award.
15.	Duration of the project	4 Years and further extendable for 2 more years

	Method of Selection	QCBS (70:30)
16.	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact TAD through email by sending the queries at: itcell.ctd@mp.gov.in
17.	Address for Communication	Commissioner, Tribal Affairs Department 2 nd Floor, Satpura Bhawna, Area Hills, Bhopal-462004, Phone No. (0755)- 2557088
18.	Validity of the bid proposal	180 Days

2. Instruction to Bidders

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

2.1 General

- 2.1.1. From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the TAD (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in bidding data sheet.
- 2.1.2. The bidder shall bear all costs associated with the preparation and submission of its Bid, and the TAD shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.1.3. Bidders should submit only one Bid.
- 2.1.4. The bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the TAD.
- 2.1.5. In exceptional circumstances the TAD may request bidders to extend the period of validity of their bids.
- 2.1.6. Bidder has to submit duly notarized "Power of Attorney" as per the format provided in Section 8.4
- 2.1.7. Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the TAD as non-responsive.
- 2.1.8. The EMD of the unsuccessful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security. No interest will be payable by the TAD on the amount of the EMD.
- 2.1.9. The EMD will be forfeited by TAD on account of one or more the following reasons:
 - 2.1.9.1. If a bidder withdraws its bid during the period of bid validity
 - 2.1.9.2. If the successful bidder fails to sign the contract in accordance with terms and conditions of this RFP.
 - 2.1.9.3. Successful bidder fails to furnish performance bank guarantee as specified in this RFP.
- 2.1.10. After opening financial bid, Letter of Intent (LOI) will be given to the selected agency at the earliest.

2.2. Pre-Bid Meeting and Clarifications

- 2.2.1. The interested bidders need to ensure that they have submitted their queries as per the date mentioned in the Bidding Data Sheet. Queries shall be submitted in excel sheet format also along with the covering letter.
- 2.2.2. Queries provided by the Bidders should be as per the format provided in the bidding form under section 8.1
- 2.2.3. Response to the queries and clarification shall be uploaded by the TAD on MP e-Procurement Portal.
- 2.2.4. At any time prior to the last date of receipt of the bids, TAD may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a Corrigendum.
- 2.2.5. Any such corrigendum shall become part of this RFP.
- 2.2.6. In order to provide prospective bidder reasonable time for taking the corrigendum into account, TAD may, at its discretion, extend the last date for the submission of the Bid.

2.3. Submission and Opening of Bids

- 2.3.1. Bidders who wish to participate in this selection process will have to register on <https://mptenders.gov.in/> . Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from any agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a digital Certificate need not procure a new digital certificate.
- 2.3.2. The prices should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.
- 2.3.3. Conditional bids are liable to be rejected.
- 2.3.4. The bids submitted by physical submission/fax/email shall not be entertained.
- 2.3.5. The MP e-TENDER Portal shall not permit the bidder to submit the bids after the deadline for submission of bids.
- 2.3.6. TAD shall not be responsible for delay or non-receipt of the documents/bids.
- 2.3.7. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the TAD may, at its discretion, seek any clarification from bidders.
- 2.3.8. If the Bidder does not provide clarifications about its bid by the date and time set in the TAD's request for clarification, the bids shall be evaluated basis the information available with the TAD.
- 2.3.9. TAD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

2.4. RFP Document Fee

The tender document is available and downloadable on website (<https://mptenders.gov.in/>). Tender Fee of **Rs. 20,000/- (Rupees Twenty Thousand Only)** should be paid online through e-Tendering portal. The tender fee is non-refundable.

2.5. Earnest Money Deposit (Bid Security)

EMD of **Rs. 10,00,000 /- (Rupees Ten Lakh Only)** should be paid online through e-Procurement portal or in the form of DD/FD which can be adjusted in the amount of BG in case of award of contract. No exemption for submitting the EMD will be given to any agency.

For Unsuccessful bidders: The bid security/EMD of all unsuccessful bidders would be refunded without interest by Purchaser on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The bid security/EMD, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

The above mentioned refund would be completed within 3 months of the release of the RFP.

In case bid is submitted without the bid security/EMD then Purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

1. If a bidder withdraws its bid during the period of bid validity
2. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP

2.6. Selection Process

2.6.1. Opening of Bids

- I. The Bids shall be opened by TAD in presence of those Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of TAD from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- III. There will be two bid-opening events
 - **Set 1 (Technical Bid)**
 - **Set 2 (Financial Bid)**
- IV. The venue, date and time for opening the Pre-qualification bid are mentioned in the bidding data sheet **(Section 1.4)**.
- V. The date and time for opening of Technical & Financial bid are mentioned in the bidding data sheet **(Section 1.4)**.
- VI. The Technical bids and Financial Bids of only those bidders will be opened who clears the Pre- qualification stage.

2.6.2. Preliminary Examination of Bids

Evaluation Committee shall examine the bids to determine whether they are complete,

documents have been properly signed and bids are generally in order. Any bid found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Evaluation Committee and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

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

2.6.3. Clarification on Bids

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

3. Qualification and Evaluation Methodology

3.1. Pre-Qualification Criteria

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

Sr.	Parameter	Eligibility criteria	Supporting documents required
1	Legal Entity	i. A company incorporated in India under the Companies Act, 1956, 2013 and subsequent amendments thereto/ Firm/LLP and operational in India for minimum 05 years . ii. Should have GST Number iii. Should have a valid PAN Number iv. ESIC Certificate	i. Copy of Certificate of Incorporation and Copy of Memorandum of Associations (MOA), Articles of Association (AOA) ii. GST, PAN Card & ESIC Certificate iv. In case of proprietorship firm, Gumasta license or relevant certificate from competent authority.
2	Financial Strength (Positive Net Worth)	Bidder should have positive Average Annual Net Worth in any 03 (three) years from last 05 Five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22	Certificate from the Chartered Accountant as per Annexure 8.4

Sr.	Parameter	Eligibility criteria	Supporting documents required
3	Financial Strength (Turnover)	The bidder should have average annual turnover of min Rs. 05 Crore from coaching business in any 03 (three) years from last 05 Five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22	Certificate from the Chartered Accountant as per Annexure 8.4
4	Infrastructure	Bidder Should have at least one established & operational coaching center for CLAT in MP with Avg annual enrollment of 200 CLAT aspirant students for class room coaching in State of Madhya Pradesh in any of the last 03 years from last 5 years (2018-19,19-20,20-21,21-22 & 22-23) OR Bidder Should have min 05 established & operational coaching center for CLAT in India with Avg annual enrollment of 200 CLAT aspirant students for class room coaching in India in any of the last 03 years from last 5 years (2018-19,19-20,20-21,21-22 & 22-23)	Coaching registration certificate from District authorities or relevant Govt. Authorities for existing infrastructure. Gumasta license/GST/MSME certificate / Lease agreement is acceptable. OR 1. Bidder should submit an declaration that they will be providing the required infrastructure within 30 days of contract signing If they fail to do so the contract can be terminated by TAD. Format is provided in Annexure 8.5 Note: Self-Certified year wise list of students trained for CLAT to be submitted as per Annexure 8.6.
5	Selection (Overall)	Avg 50 students should have been selected in CLAT from class room coaching in any of the last 03 years from last 5 years (2018-19,19-20,20-21,21-22 & 22-23)	Self-Certified year wise list of all candidates selected in CLAT as per Annexure 8.7
6	Teaching Staff Experience	The coaching agency should have min 02 full time teachers (Subject Matter Expert) per subject having min 05 years of teaching experience (as on 01.04.2023); proposed for providing coaching to students under this scheme Subjects - English including Comprehension - Current Affairs including GK - Legal & Logical Reasoning - Quantitative Technique (Maths)	Self-Certified list of teaching staff with their subject area to be submitted as per details given in Format Section 8.8

Sr.	Parameter	Eligibility criteria	Supporting documents required
7	LMS (Learning Mgmt. System)	Bidder should have online portal or mobile app for online learning facilities since last 03 years (19-20, 20-21 & 21-22) with the pre loaded digital content in Hindi / English language Students' attendance, performance tracking and assessment facility shall be available in the online system.	LMS details to be provided as per Annexure 8.9
8	Non-Blacklisting	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government (Central or State), Semi-Govt. & PSU in India in last five years i.e. 2017-2018, 2018-2019, 2019-2020, 2020-2021 & 2021-22	Self-Declaration Letter duly signed by authorized signatory on company letter head as per format given in Section 8.10 of this RFP.

Note: Department shall be free to verify the names of selected candidates submitted by bidders from the concerned authorities.

3.2. Technical Evaluation Criteria

Technical Proposal for only those Bidders will be opened who have found to be in compliance with the Pre-Qualification Criteria. Conditional bids are liable to be rejected. The committee shall check Technical eligibility of the bidder based on criteria given in table below.

Technical Evaluation Criteria Matrix

#	Description (Evaluation criteria)	Marking Criteria	Max Score	Supporting Documents Required
1	Average Annual turnover from coaching business in any 03 (three) years from last 05 Five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22	>=5 Cr: 5 Marks Every Extra (Avg) 1 Cr be given 1 mark up-to max 10 marks	10	Certificate from the Chartered Accountant as per Annexure 8.4
2	Number of Coaching Centers in Madhya Pradesh or India having Average Annual enrollment of 200 CLAT aspirant students for class room coaching in any 03 (three) years from last 05 years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	Number of Centre Min 01 in MP or Min 5 in India:05 Marks Min 02 in MP or Min 10 in India:07 Marks Min 03 in MP or Min 15 in India:10 Marks	10	Self-certificate as per Annexure 8.5 & 8.6

#	Description (Evaluation criteria)	Marking Criteria	Max Score	Supporting Documents Required
3	The Bidder experience in providing CLAT coaching (In Years) as on 01-04-2023	Coaching Exp. (In Yrs) >5 & <= 10: 7 Marks > 10 Years: 10 Marks	10	As per Annexure 8.4
4	Avg numbers of students selected In CLAT in any 03 (three) years from last 05 years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23	>=50 Students: 10 Marks Every Extra 25 (Avg) student be given 10 marks up-to Max 40 marks.	40	Self-certificate as per Annexure 8.5 & 8.7
5	Num of students from classroom coaching scored rank in Top 100 AIR (Common) in the last 5 years i.e. (18-19,19-20,20-21,21-22 & 22-23)	>=10 Students= 5 Marks Every 02 students be given 01 marks up-to Max 10 Marks	10	Self-certificate as per Annexure 8.7
6	Proposed Num of teachers per subject (total 8) and their Avg Experience for providing the coaching to the student selected under this scheme Note: Teaching staff with minimum 5 years of teaching experience (as on 01.04.2023) will be considered for evaluation.	Num 08 & Avg Exp>=5 to <= 8 Yrs = 10 Marks Num 12 & Avg Exp >8 Yrs = 15 Marks	15	Self-certificate as per the format given in section 8.17 to be submitted.
7	Bidder should have Online Learning Platform (LMS) since last 03 years (19-20, 20-21, 21-22) with num of registered Active users	<=500 users: 3 Marks >500 or <= 2000 users: 4 Marks >2000 users: 5 Marks	05	LMS details as per the format given in section 8.16 to be submitted.
	Grand Total		100	

Note: Sub contracted Purchase Orders/Work Orders shall not be allowed.

3.3. Evaluation Process

The Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

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

Technical: 70%

Financial: 30%

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids. The Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and

requirements specified in this RFP.
The steps for evaluation are as follows:

3.1.1. Pre-Qualification

Evaluation Committee shall validate the "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)" and Each of the Pre-Qualification condition mentioned in Section 3.1 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and subsequently, the Bid Security/EMD amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

3.1.1.1. Financial bids for those bidders who don't pre-qualify will not be opened.

3.1.2. Technical Evaluation

3.1.2.1. Evaluation Committee will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at TAD's discretion.

3.1.2.2. Each Technical proposal will be assigned a technical score out of 100.

3.1.2.3. Technical proposal of the bidders qualifying in the Pre- Qualification criteria will be opened and bidders may also be invited for any clarifications, if required.

3.1.2.4. Financial Proposals of only those bidders would be opened who qualify the technical evaluation and have scored Technical Score of 60 or above, as per technical evaluation process described above.

The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the project shall be computed as follows:

$$\text{Normalized technical score of bidder A} = 100 * \left[\frac{\text{Marks secured by bidder A}}{\text{Highest Marks secured}} \right]$$

3.1.3. Financial Evaluation

3.1.3.1. All the qualified bidders will be notified to participate in Financial Bid opening process.

3.1.3.2. The Financial bids for the qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at TAD's discretion.

3.1.3.3. Financial Bids that are not as per the BOQ format provided shall be liable for rejection.

3.1.3.4. Financial Proposals of only those bidders would be opened who qualify the technical evaluation and have scored Technical Score of 60 or above, as per technical evaluation process described above.

3.1.3.5. The Normalized Financial score of the technically qualified bidders will be calculated, while considering the Total Cost of bid given by each of the Bidders in the Financial Bid as follows:

$$\text{Normalized financial score of bidder A} = 100 * \left[\frac{\text{Lowest offer quoted by a qualified bidder (INR)}}{\text{Offer quoted by bidder A (INR)}} \right]$$

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

3.1.4. Final score calculation through QCBS

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

Technical: 70%

Financial: 30%

$$\text{Final Score} = (0.70 * \text{Normalized Technical Score}) + (0.30 * \text{Normalized Financial Score})$$

3.4. Award Criteria

- i. The bidder with the highest final score shall be treated as the successful bidder.
- ii. In the event the Final scores are 'tied', the bidders whose score is tied securing the lowest (among all the tied bidders) financial score will be adjudicated as the Best Value Bidder for award of the Project.

3.5. Contract Signing

- i. After opening financial bid, Letter of Intent (LOI) will be issued to the selected agency at the earliest.
- ii. In case the bidder does not acknowledge the receipt of LOI within 10 days, TAD will have all rights to select another bidder who has scored second highest overall score and issue them LOI.
- iii. After receipt of LOI, the selected bidder has to provide performance security/ Bank

Guarantee equal to 5% of total value of the contract within 10 days.

- iv. Within a week from receiving of Performance bank guarantee, contract agreement will be signed between TAD and selected bidder. There will be separate contract signed between each center and Tribal Affairs Department.

4. Scope of Work

4.1. Detailed Scope of Work for Coaching Agency

The selected agency is expected to provide the training/coaching services for the Scheduled Tribe students of the state by extending/leveraging its operations at **Jabalpur** divisional headquarters

The CA is also expected to make sure that the selected students to be benefited by the training are enrolled at CBSE/MP Board affiliated schools of the respective districts as regular students pursuing education in Class XI and XII. It shall be the responsibility of selected agency to process the school admissions of the student beneficiaries of this scheme. In case of any difficulty faced during admission process, TAD will provide all necessary support to the Coaching Agency.

Duration of the project and contract agreement to be signed with selected bidder will be initially for 2 years that can be further extendable for 2 more years. Extension will be solely done on the discretion of Tribal Affairs Department based on the performance of coaching agency in first 2 years. Performance will be measured on the basis of various indicators mentioned in this RFP. The rates quoted in price bid will be valid throughout the validity of contract agreement. For example, after 2 years if the contract is extended for 2 more years, CA will be paid as per the price quoted by them in price bid. There will be no price adjustment in the subsequent years.

The MP Tribal Affairs Department has planned the roll out of Akanksha Scheme by offering a total of **200 seats** per year allocated for student enrollments in coaching institute for CLAT entrance examinations.

4.2. Selection of Student beneficiaries

The students who shall be deemed eligible to apply for admission under this state funded training scheme should possess valid caste certificate (digitally issued), score of minimum 60% in Class 10th as a regular student from a CBSE/MP Board affiliated school of the state and the guardian/parent should hold proof of income certificate wherein income not exceeding Rs. 6.0 Lakhs per annum.

The agency will conduct a qualifying examination for the students found eligible as per above stated criteria. The assessment of examination shall be performed by CA and students are selected on merit basis with 50:50 gender ratio preferably. Conducting examinations will be the responsibility of successful bidder/bidders.

First Year 200 Number of students of class 11th will be selected for the CLAT coaching; however department may decide to increased or decrease the number of students in future. The discovered FPS will be applicable to increased number of students.

4.3. School Enrollment

- 4.3.1. All the selected students will be enrolled in the CBSE/MP Board affiliated schools. The responsibility of getting enrolled the students into school will be of selected coaching agency. School selected by successful bidder for admission of students in 11th class should be a well-recognized school. It should have been a secondary school for at least three years.
- 4.3.2. The department may decide whether or not to include such students who have completed grade XI for coaching. In such cases also admission to the relevant class shall be done the CA.
- 4.3.3. CA shall be responsible in making sure that the student beneficiaries attending the training are enrolled in the CBSE/MP Board affiliated schools in the respective division/district as full time students of Class XI. The overall school fees for each student should not exceed **INR 25000** for one academic year. School fee will be reimbursed to selected coaching agency on actual.
- 4.3.4. Selected students under Akanksha Yojna (Scheme) will be provided accommodation in Jabalpur City by TAD.
- 4.3.5. Transportation Facility/services shall be arranged by the CA for enrolled students from department's Hostel to school & coaching center and return to hostel location. Location and capacity of the hostels are provided in **annexure 8.16.**

4.4. Other Responsibilities of Coaching Agency

- 4.4.1. CA shall conduct an online/ offline examination for particular region/district for which they are appointed to select the students under Akanksha Yojna.
- 4.4.2. CA will be responsible for the entire selection process for students who shall be deemed eligible for coaching enrollment. The state wide notice in this regard shall be published by TAD.
- 4.4.3. Location of tests shall be decided by the department and CA jointly.
- 4.4.4. CA to assess the examinations and execute selection/enrollment of scheduled tribe students, this shall be done on merit basis with equal gender ratio.
- 4.4.5. The CA has to make sure that the Training curriculum adapted is in line with the latest exam pattern for that academic year and update the same as need be.
- 4.4.6. The frequency and duration of classes to increase a month before the student is to appear in the examination.
- 4.4.7. Preferably Batch size of student should not be more than **60 students** per batch comprising students of all categories. It is responsibility of the CA to provide the comfortable environment and sufficient sanitation facility for boys & girls separately at the coaching premises. For capacity of 400 Students the approx. 2500 Sq ft area shall be arranged by the CA. CA has to ensure all the safety norms of the educational institutes issued by the state of central governments.
- 4.4.8. CA has to constitute the batches of students so that student of their regular batches students are also part of batches constituted for students of Akanksha Yojna.

Student under Akanksha Yojna should not be treated differently.

- 4.4.9. CA is also expected to provide guidance/ counseling to the students while filling in CLAT forms and during the college selection/ counseling process after the respective results are out. Students should also be able to contact the coaching partner's call center through phone calls, emails, etc. **CA has to provide regular educational and motivational counselling facilities to the enrolled students time to time.**
- 4.4.10. CA shall **adopt or develop an online portal** for student registration, on-boarding and various measures for student performance monitoring and interpreting likelihood of their selection in the examinations by means of regular tests/mock tests. Online reports in this concern have to be shared monthly by coaching agency with the District officer and Commissioner, Tribal Affairs Department (Headquarters) or as and when required by the TAD.
- 4.4.11. If some students drop the course midway, payment of remaining fee for those drop outs will not be made.**
- 4.4.12.** CA is responsible for conducting feedback, doubt clearing sessions from student and gets the formal feedback through **online feedback mechanism**. Report of online feedback should be shared with TAD. If the feedback is not satisfactory for consecutively 3 months and CA does not adhere to all the terms and conditions of this RFP, TAD will have all rights to inspect, consult with students and **if required TAD can terminate the contract and onboard a new agency.**
- 4.4.13. CA has to provide teaching staff, **brand new tablet** with preloaded content to each student, online/offline training material and necessary literature, stationery, training material required for conducting regular exam and mock exams as it is being offered to their regular students.
- 4.4.14. CA should have LMS (Learning mgmt Module) application or mobile app with pre loaded digital content **in hindi / English** language. If mobile app then it shall be configured in all the tablets before distribution of the **new tablet** to students. User manual or basic training for usage of the LMS mobile app shall be provided to all the selected students. **It is to be clarified that CA will install, configure the mobile app and ensure relevant learning material content is made available under the mobile app; however e-learning material can be updated and made available under the mobile app and tablet to the students time to time.**
- 4.4.15. General well-being and security of students while they are in the premises of CA will be the responsibility of CA.
- 4.4.16. No students can leave the course without prior permission of TAD.
- 4.4.17. Leave to students will be granted by department (District authorities of TAD) only. Without approval of leave, students cannot be absent from the classes. Ensuring this will be the responsibility of CA.
- 4.4.18. CA has to use MIS system for monitoring the progress of students and informing Tribal Affairs Department about performance of each student.
- 4.4.19. The scholarship or performance-based incentive equivalent to fees rebate offered by CA to other students shall be provided to the students enrolled under the Akanksha scheme as well.

- 4.4.20. Medium of teaching/pedagogy should be in English / Hindi. CA has to make sure that the students coming from Hindi medium background should not face any challenges and language should not become the bottleneck in their success. If required extra classes of English can be taken which may help in competitive examinations.
- 4.4.21. CA has to provide teaching material in English / Hindi, both the languages in hard copy and soft copy as they provide to their regular classroom students.
- 4.4.22. The CA should maintain the online records of following activities:
- Students profile and their demographic details
 - Number of students studying in the center
 - Performance of students and their progress
 - Number of lectures taken
 - Student wise result of the tests (Weekly/Monthly/Quarterly etc)
 - Duration of lectures
 - Attendance of lecturers
 - Attendance of students
 - Maintain tablet distribution record student wise
 - Assignment and feedback
 - Assessment report – student wise, Topic wise, Month wise etc.
- 4.4.23. Online system shall be able to generate/extract report with above parameters in readable format, which can be shared with TAD on monthly basis or as an when required by the TAD.
- 4.4.24.** CA has to setup the bio metric attendance system for the daily (twice a day) attendance capturing of all the enrolled ST students by thumb impression. It is expected from the CA to send the system generated student wise attendance report/dashboard (Monthly) to the department. It is responsibility of the CA to ensure the minimum **75%** monthly attendance of all the enrolled students. A login to be provided to department for accessing the student's attendance on the attendance system/portal. Pls note that CA has to schedule the extra classes for such students who missed the classes due to prior approved leave / unavoidable circumstances.
- 4.4.25. CA has to send the List of the student who are having short attendance (**<75%**) to the concern department nodal officer/department on a monthly basis.
- 4.4.26. It is to be noted that CA has to submit the invoice as per the payment schedule along with the all-student's monthly attendance in percentage (%) format. In-case of short attendance of students; deduction **may be** made accordingly and adjusted by the department in the last installment payment, however Final decision on the deduction will be taken by the department.

For Example:

If any student average attendance for the duration of Installment is 75% then CA will get the 100% of the FPS of that installment, but If any student's average attendance is less of the 75% then difference (75% - 69% = 6%) % of amount shall be deducted from the FPS of the payment installment.

4.4.27. It is to be noted that due to any avoidable circumstances or pandemic satiation if offline coaching is not able to function and coaching services are provided in online mode then payment shall be done 60% of the total FPS.

4.4.28. If bidder is running the coaching centre(s) in franchise mode of any company / coaching institute then credentials (Details/ enrollment & Selection of students / Revenues / teaching staff etc) of only those coaching centers shall be submitted and will be considered for evaluation.

Periodic Audits:

4.4.29. CA shall be assessed periodically as deemed fit by the Tribal Affairs Department by means of Student Training Feedback Surveys, surprise visits, inspections etc.

4.4.30. In case of gaps identified in functioning or quality of coaching agency's performance or non- compliance, appropriate deductions shall be made from forthcoming payment.

4.4.31. The Tribal Affairs Department envisage to setup all means of basic functionaries in a time- bound qualitative manner such that the students receive quality education from the agency. In consideration of this, the on boarded agency shall be responsible for the timely delivery of products and services as described in the bidding document.

4.5. Project Timelines

The selected Coaching Agency have to submit a project plan within 10 days of effective date of contract or from the date of contract signing. Further detailed timelines are shown below:

T1 = Date of confirmation by TAD to coaching agency for conducting examination.

Project Timelines		
1	Notification for online/ offline examination for short-listing the candidates for course	T1+ 3 Days
2	Conducting Examination	T1+20 Days
3	Announce of final result/ shortlisting for students	T1+ 25 Days
4	Approval of final list of selected students	T1 + 30 Days

Note: Advertisement for selection of students in the public domain; will be the joint responsibility of the department and agency both. Publication in the new paper shall be done by department.

T2= Approval and declaration of final result by Tribal Affairs Department

Project Timelines		
1	Enrollment in School Class XIth	T2+10 Days
2	Start of course for respecting entrance examination	T2 + 15 Days

5. Payment Schedule

5.1. The payment to coaching agency shall be made in installments at particular intervals as explained in the table below:

'Fee per Student for (FPS for particular course)' shall be amount quoted by Implementation Agency as fees for individual course per student.

Installment No. and Tentative Timelines	Event of Payment	Amount	Document to be submitted
Installment 1 T2+1 Month	At the time of Student Enrollment in school and coaching agency	20 % of FPS	1. Enrollment Certificate in Coaching 2. Certificate of admission from school 3. Distribution and configuration of new tablets
Installment 2	After declaration of Class 11 th result	20 % of FPS	It is expected that all the students shall pass the class 11 th exam with 1 st division else deduction may be made on the pro -rata basis.
Installment 3	After completion of Class 12 th result	20 % of FPS	Course completion report by the Dec 2024.

Installment 4	Upon completion of the course and selection* in CLAT entrance examination	40 % of FPS 1. 20% Students selection is mandatory for eligibility of Payment 2. CA will get Max 40% of FPS if >40% of enrolled Students get selected 3. CA will get amount proportionally if selection is between 20-40% of students enrolled 4. PBG will be forfeited (proportionally) if students selection is <20% of students enrolled	Copy of Result, (This amount will be paid only after selection
Incentive (Additional to above payment schedule)	Upon scoring rank in top 100 of ST student	10% of FPS	10% cost of 01 seat For Every Seat in top 100

Note:

- Department shall be free to verify the names of selected candidates submitted by bidders from the concerned authorities.
- It is responsibility of the CA to ensure the minimum 80% monthly attendance of all the enrolled students.
- It is to be noted that CA has to submit the invoice as per the payment schedule along with the all-student's monthly attendance in percentage (%) format. In-case of short attendance of students; deduction shall be made accordingly and adjusted by the department in the last installment payment. (Refer 4.4.25, 26 & 27)
- Cost of the tablets shall be paid to the CA along with the installment -1 after raising the invoice and confirmation of the tablet distribution to all the students; in writing to the department.
- Cost of transportation to be paid to the CA twice in a year (in advance). Deduction may be made on pro-rate basis if transport services are not functional all the time.

5.1.1. Enrollment of students in 11th and 12th class in school will be the responsibility of selected coaching agency. School fee will be reimbursed to selected coaching agency on actual. The overall School fees for each student should not exceed INR 25000 for one academic year. Periodicity of school fee payment would be same as of the school. The coaching agency will have to raise invoice for school fee on actual to TAD.

- 5.1.2. The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- 5.1.3. Due payments shall be made promptly by the purchaser/TAD.
- 5.1.4. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- 5.1.5. All remittance charges will be borne by the supplier/ selected bidder.
- 5.1.6. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 5.1.7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- 5.1.8. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations
- 5.1.9. Final deciding authority for any payment related issue will be Commissioner, Tribal Department, and Govt. of Madhya Pradesh.
- 5.1.10. If some students drop out the course midway, payment of remaining fee for those drop outs will not be made. Payment will not be made from the date when the student drops the course or stops coming to the coaching classes. Such students details shall immediately be informed to the department in writing by the CA.

6. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected by the Coaching Agency to TAD for the duration of this contract.

TAD shall regularly review the performance of the services being provided by the CA and the effectiveness of this SLA.

6.1. Definition

Service Level Agreement (SLA) is the agreement between the TAD and the CA bidding for the project. TAD would monitor CA's compliance of the SLA. SLA defines the responsibility of the CA in ensuring the performance of the students based on the agreed performance indicators.

For purposes of this SLA, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

1. **"Dropout"** shall mean the number of students drop the course before completion of the course
2. **"No Selection"** of the student means
 - i. When the student **does not get** formal letter from respective examination (CLAT) conducting agency about successfully qualifying the examination and invitation to appear in **first counseling**.

- ii. Students who score the marks below the declared cut off marks will also be treated as **"Not Selected"**.

6.2. Duration of SLA

6.2.1 These SLAs shall be valid for the entire duration of the contract.

6.3. Project Implementations Service Levels and Penalty Calculations

Sr.	Service Level	Penalty
1	Dropout	If some students drop the course midway, payment of remaining fee (As per Payment Schedule Section -5) for those drop outs will not be made.
2	No Selection#	If none of the student gets selected of coaching agency then PBG submitted by selected bidder will be forfeited and Agency will be restricted to participate in any such tender for next 5 Years in the department.
3	Dropout Students Fees Refund	CA to return 50% of the fee paid already in previous installment to the department.

7. General Conditions of Contract

7.1. Contract and Interpretation

Law and Language

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

Time for Commencement and Completion

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

Consortium

- 7.1.4 Consortium is not allowed at any stage.

General

- 7.1.5 **Notice:** All notices, requests or consents shall be sent to a Party hereto at its address, contact number and e-mail address specified in bidding data sheet or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto. All such notices and communications shall be effective:
- if sent by registered post, when delivered with deliver receipt

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

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

Performance Security/ Performance Bank Guarantee

- 7.1.6 Agency shall, within fifteen (15) days of the issuance of Purchase Order, provide an unconditional, irrevocable and continuing **Performance Bank Guarantee 5%** of the contract value for the due performance of the contract as per the Bidding data sheet. The format of the Performance Security is provided in section 8.5.
- 7.1.7 The performance security shall be valid for a period of 6 months beyond the expiry of the contract or any extended period. If the Performance Security is liquidated/encashed, in whole or in part, during the currency of the Performance Security or the term of the contract the Agency shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur. Performance bank guarantee will be returned 1 month after the date of declaration of results of respective examination.
- 7.1.8 In the event of the Agency being unable to service the contract for reasons attributable to the Agency, TAD would invoke the Performance Security. In the event the Agency has not been provided a notice / cure period for the relevant breach/default etc. under any other clause of this Agreement, the TAD shall give 30 days' notice / cure period to Agency prior to invoking Performance Security. Notwithstanding and without prejudice to any rights whatsoever of the TAD under the Agreement in the matter, the proceeds of the Performance Security shall be payable to the TAD as compensation for any loss resulting from the failure of CA to perform/comply its obligations under the contract. The TAD shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Agency is in default.
- 7.1.9 The TAD shall also be entitled to make recoveries from the Agency's bills, Performance Security, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- 7.1.10 In case the Project is delayed beyond the timelines as mentioned in RFP due to reasons attributable to agency, the PBG (any one or both, if not returned) shall be accordingly extended by the Coaching Agency till completion of scope of work as mentioned in RFP.

Taxes and Duties

- 7.1.11 For services supplied under this RFP, the agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the TRIBAL AFFAIRS DEPARTMENT.
- 7.1.12 All payments to the Coaching Agency shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as

provided for under any law, rule or regulation. TAD shall provide the Coaching Agency with the original tax receipt of any withholding taxes paid by TAD on payments under this contract within reasonable time after payment. All costs, damages or expenses which TAD may have paid or incurred, for which under the provisions of the contract, the Agency is liable, the same shall be deducted by TAD from any dues to the Agency.

- 7.1.13 Should the Agency fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Agency, as the case may be shall pay the same.

7.2. Indemnity

- 7.2.1 The agency (the "Indemnifying Party") undertakes to indemnify Tribal Affairs Department and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful default or lack of due care.
- 7.2.2 Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Services provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by the Indemnified Party's misuse or modification of the Services; If any Services is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, or (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.
- 7.2.3 The indemnities set out in this Clause shall be subject to the following conditions:
- a) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
 - b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
 - c) if the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence at the Indemnifying Party's sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate;
 - d) In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

7.3. Default

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

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

7.4. Termination

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

Termination for breach

- 7.4.1 Where the TRIBAL AFFAIRS DEPARTMENT is of the opinion that there has been such event of default on the part of the agency which has not been cured within 15 days' notice period.

Termination for Insolvency:

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

accrued or will accrue thereafter to TRIBAL AFFAIRS DEPARTMENT.

Termination for Convenience

7.4.3 TAD may terminate the Contract for convenience by giving 15 days prior written notice.

7.5. Arbitration

7.5.1 TRIBAL AFFAIRS DEPARTMENT and the successful bidder shall make every effort to resolve amicably by direct informal or formal form of negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such negotiations, TRIBAL AFFAIRS DEPARTMENT and the agency have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at Madhya Pradesh State and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

7.5.2 The decision of the arbitrator shall be final and binding upon both Parties.

7.6. Force Majeure

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

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

7.7. Change Order

7.7.1 TRIBAL AFFAIRS DEPARTMENT may at any time order the Coaching Agency through Notice, to make changes within the general scope of the Contract with relation to the services to be provided by the Agency as per scope of work of this RFP.

7.7.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Coaching Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within thirty (30) days from the date of the Coaching Agency's receipt of the TRIBAL AFFAIRS DEPARTMENT's change order.

- 7.7.3 Prices to be charged by the Coaching Agency for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.
- 7.7.4 Upon receiving any revised requirement/advice, in writing, from the TRIBAL AFFAIRS DEPARTMENT or TRIBAL AFFAIRS DEPARTMENT's Representative, the Coaching Agency would verbally discuss the matter with TRIBAL AFFAIRS DEPARTMENT's Representative.
- 7.7.5 In case such requirement arises from the side of the Coaching Agency, he would also verbally discuss the matter with TRIBAL AFFAIRS DEPARTMENT's Representative giving reasons thereof.
- 7.7.6 If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared in writing and signed by the Agency and TRIBAL AFFAIRS DEPARTMENT to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- 7.7.7 The estimated cost and time impact indicated by Agency shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- 7.7.8 The final deciding authority on change order will be Commissioner, Tribal Development, Tribal Affairs Department.

7.8. Limitation of Liability

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

7.9. Audit, Access and Reporting

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

7.10. Insurance Cover

Obligation to maintain Insurance:

- 7.10.1 The Agency shall take out and maintain, at its cost but on terms and conditions approved by TRIBAL AFFAIRS DEPARTMENT, insurance against the risks, and for the coverage, as specified below:
 - a. Third Party liability insurance with a minimum coverage, of equal to contract value for the period of the assignment.
 - b. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
 - c. Employer's liability and workers' compensation insurance in respect of the

- Personnel of the Agency in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- d. Insurance against loss of or damage to the Agency's property used in the performance of the Services, and any documents prepared by the Agency in the performance of the Services.
 - e. All kinds of insurance coverage will be the responsibility of CA only and TAD will be not held responsible.

7.11. Confidentiality

- 7.11.1 TAD may share certain confidential information with the Coaching Agency and the Coaching Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard to such confidential information. The Coaching Agency shall use its best efforts to protect the confidentiality and proprietary of confidential information.
- 7.11.2 Additionally, the Coaching Agency shall keep confidential all the details and information with regard to the Project. The Coaching Agency shall use the information only to execute the Project.
- 7.11.3 TAD shall retain all rights to prevent, stop and if required take the necessary punitive action against the Coaching Agency regarding any forbidden disclosure.
- 7.11.4 The Coaching Agency may share the confidential information with its employees and subcontractors but only strictly on a need to know basis. The Coaching Agency shall execute a corporate non-disclosure agreement with TAD in the format provided by TAD and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by TAD with respect to this Project.
- 7.11.5 It is however clarified that confidential information does not include information which is lawfully available in the public domain.

7.12. Warranty of Services

- 7.12.1 The Agency warrants that all services under the contract will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in performing services similar to the services under this Agreement. The Coaching Agency represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.

7.13. Interpretation

In this Contract unless a contrary intention is evident:

- 7.13.1 The clause headings are for convenient reference only and do not form part of this contract
- 7.13.2 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 7.13.3 The word "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- 7.13.4 Unless otherwise specified a reference to a clause, sub-clause or section is a

reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

7.13.5 A word in the singular includes the plural and a word in the plural includes the singular;

7.13.6 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

7.14. Documents forming part of Agreement

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

- I. The Contract;
- II. The RFP comprising of any corrigenda, clarification thereto;
- III. The Proposal of the CA as accepted by the designated authority along with any related documentation.
- IV. The designated authority's Letter of Award;
- V. The CA's Acceptance of Letter of Award, if any;
- VI. The Corporate Non-disclosure agreement and any other document to be submitted by the CA and appended to this Agreement.

7.15. Ambiguities within Agreement

In case of ambiguities or discrepancies within the Contract, the following principles shall apply:

- 7.15.1 As between the provisions of RFP and any Corrigendum issued thereafter, the provisions of the Corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;
- 7.15.2 As between the provisions of the Contract and the RFP and the Proposal, the Contract shall prevail;
- 7.15.3 As between any value written in numerals and that in words, the value in words shall prevail.

7.16. Commencement and Progress

- 7.16.1 The CA shall commence the performance of its obligations in a manner as specified in the Scope of Work and other provisions of the Contract from the Effective Date.
- 7.16.2 CA shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 7.16.3 CA shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that CA's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 7.16.4 CA shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, coaching, safety and security practices. It shall employ appropriate advanced technology practices and safe effective

equipment, machinery, material and methods applicable. CA shall always act, in respect of any matter relating to this Contract, as faithful advisors to the designated authority and shall, at all times, support and safeguard the designated authority 's legitimate interests in any dealings with Third parties.

7.17. Reporting Progress

- 7.17.1 CA shall monitor progress of all the activities related to the execution of the Contract and shall submit to the designated authority, progress reports with reference to all related work, milestones and their progress during the contract period.
- 7.17.2 The designated authority reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract, after providing due notice to the CA. The designated authority may demand and upon such demand being made, CA shall provide documents, data, material or any other information pertaining to the Project which the designated authority may require, to enable it to assess the progress/ performance of the work / service under the Contract.
- 7.17.3 At any time during the course of the Contract, the designated authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by CA of its obligations/ functions in accordance with the standards committed to or required by the designated authority and CA undertakes to cooperate with and provide to the designated authority / any other agency appointed by the designated authority, all documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts pertaining to other projects. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the CA failing which the designated authority may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the CA is out of the purview of audit/inspections.
- 7.17.4 Without prejudice to the foregoing, the CA shall allow access to the designated authority or its nominated agencies to all information which is in the possession or control of the CA and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the designated authority to comply with the terms of the Audit, Access and Reporting provision set out in this Contract.

7.18. Project Plan

- 7.18.1 Within 10 calendar days of Effective Date of the contract, CA shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the services. The Plan so submitted by CA shall conform to the requirements and timelines specified in the Contract. The designated authority and CA shall discuss and agree upon the work procedures to be followed for effective execution of the services, which CA intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve CA of any of his duties or responsibilities under the Contract.

7.19. Compliance with Applicable Law

- 7.19.1 CA's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by the designated authority shall be applicable in the performance of the Contract and Bidder's Team shall abide by these laws. The CA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. . The CA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The CA shall also adhere to all security requirement/regulations of TAD as may be notified by TAD during the execution of the work.
- 7.19.2 Each Party to the Contract accepts that its individual conduct shall (to the extent applicable to its business like the CA as an Coaching service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set out in the RFP.
- 7.19.3 CA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. CA's Team shall adhere to all security requirement/ regulations of the designated authority during the execution of the work. Designated authority's employee also shall comply with safety procedures/ policy.

7.20. Statutory Requirements

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

7.21. Obligations of the designated authority (TAD)

- 7.21.1 The obligations of the designated authority described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP are to be read harmoniously. Without prejudice to any other undertakings or obligations of the designated authority under the Contract or the RFP, the designated authority shall perform the following:
- The designated authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, Acceptance Certificate(s), payments etc. to CA.
 - The designated authority shall ensure that timely approval is provided to CA as and when required, which may include approval of project plans, implementation methodology, documents, specifications, or any other document necessary in fulfillment of the contract.
 - The designated authority's Representative shall interface with CA, to provide the required information, clarifications, and to resolve any issues as may

arise during the execution of the Contract. Designated authority shall provide adequate reasonable cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the designated authority is proper and necessary.

- d. The designated authority may provide on bidder's request, particulars/ information/ or documentation that may be required by CA for proper planning and execution of work and for providing services covered under the contract and for which CA may have to coordinate with respective vendors.

7.22. Assignment

- 7.22.1 All terms and provisions of the contract shall be binding on and shall inure to the benefit of TAD, Coaching Agency and their respective successors and permitted assigns.
- 7.22.2 Except as otherwise expressly provided in this Agreement, the Coaching Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- 7.22.3 TAD may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to the TAD or any of its nominees.

7.23. Trademarks, Publicity

- 7.23.1 Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the Agency may, upon completion, use the Project as a reference for credential purpose. Neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the contract, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the Agency may include TAD or its client lists for reference to third parties subject to the prior written consent of the Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

7.24. Independent Contractor

- 7.24.1 Nothing in the contract shall be construed as establishing or implying any partnership or joint venture between the Parties to the contract and except as expressly stated in the contract, nothing in the contract shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:
 - i. Incur any expenses on behalf of the other Party;
 - ii. Enter into any engagement or make any representation or warranty on behalf of the other Party;
 - iii. Pledge the credit of or otherwise bind or oblige the other Party; or
 - iv. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

7.25. Representations of Agency

7.25.1 The Agency hereby represents as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

- (i) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (ii) It has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement and to provide services sought by the Purchaser under this Agreement;
- (iii) It and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP and this Agreement;
- (iv) It has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;
- (v) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (vi) There are, to the best of its knowledge, no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may materially impair its ability to perform any of its material obligations under this Agreement;
- (vii) It has, to the best of its knowledge, complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (viii) To the best of its knowledge, no representation by it contained herein or in any other document furnished by it to TAD or its nominated agencies in relation to the any consents contains any untrue or misleading statement of material fact or omits to state a material fact necessary to make such representation not misleading.

7.26. Performance Security / Bank Guarantee

7.26.1 Coaching agency shall, within ten (10) days of the issuance of Purchase Order, provide an unconditional, irrevocable and continuing bank guarantee (PBG) from a nationalized bank or schedule Bank acceptable to TAD payable on demand for the due performance and fulfilment of the contract by the successful bidder. The format of the Performance Security is provided in Section 8.5.

7.26.2 The performance security shall be valid for a period of 6 months beyond the expiry of the contract. If the Performance Security is liquidated in whole or in part, during the currency of the Performance Security, the Agency shall top up the Performance Security with the same amount as has been encashed/ liquidated within 15 days of such liquidation without demur.

- 7.26.3 The performance guarantee shall be denominated in the currency of the contract and shall be in the form of a bank guarantee.
- 7.26.4 This Performance Bank Guarantee will be for an amount equivalent to 5% of contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the successful bidder.
- 7.26.5 The Performance Bank Guarantee may be discharged/returned by TAD being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7.26.6** In the event of the successful bidder being unable to service the contract for whatever reason, TAD would invoke the PBG. Not with standing and without prejudice to any rights whatsoever of TAD under the contract in the matter, the proceeds of the PBG shall be payable to TAD as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the Contract. TAD shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days indicating the contractual obligation(s) for which the successful bidder is in default.

8. Bidding Format

8.1. Format for submission of Queries

[ON BIDDERS LETTERHEAD]

To

The Commissioner, Tribal Development

M.P. Tribal Affairs Department),

2nd Floor Satpura Bhawan, Bhopal,

Madhya Pradesh – 462004

Date: DD/MM/YYYY

Sub: Submission of Clarification by <<firm name>>

Ref: Selection of Coaching Agency to provide coaching to Schedule Tribe Students of Madhya Pradesh for Preparation of CLAT

Dear Sir,

We have gone through the bid document and have the following queries. Request you to kindly address the same. We seek your clarification on the queries mentioned below.

#	Page Number	Clause No in RFP	Existing Clause	Query/Remarks

Note: Queries has to be sent in excel sheet format as well to the itcell.ctd@mp.gov.in along with the covering letter.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

8.2. Format for checklist for Proposal Documents

Checklist for Proposal (Refer Clause No. 3.1 & 3.2 of RFP)

Sr.	Form Description	RFP Reference (Section)	Page No. (Proposal)
1.	Incorporation Certificate GSTN & PANCARD Certificate	Section 3	
2.	CA Certificate of Positive Net worth	Annexure 8.4	
3.	CA Certificate of Turnover Certificate	Annexure 8.4	
4.	Organization (Coaching) registration certificate from District authorities / Gumasta license/GST/MSME certificate / Lease agreement.	Section 3	
5.	Self-certificate of infrastructure availability for teaching minimum 200 students and; or declaration of providing the infra with in 30 days	Annexure 8.5	
6.	Experience certificate from CA indicating that the firm has experience of Min 5 years in providing coaching	Annexure 8.4	
7.	Self-Certified year wise list of all candidates trained	Annexure 8.6	
8.	Self-Certified year wise list of all candidates selected	Annexure 8.7	
9.	Self-Certified list of teaching staff mentioning their subject area	Annexure 8.8	
10.	LMS Details	Annexure 8.9	
11.	Declaration of Non- black listing	Annexure 8.10	
12.	Power of Attorney	Annexure 8.11	
13.	Particulars of the bidder	Annexure 8.3	
14.	Technical Proposal Cover letter	Annexure 8.12	
15.	Upload receipt of the bid processing fees and EMD	Section 1.4	

Date:

Signature of Authorized

Representative Name of CA:

Full Address:

Telephone No.:

8.3. Format for Particulars of the Bidder

Details of the Bidder (Company)		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private/LLP etc.)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's turnover any 03 (three) years from last 05 Five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22	FY: FY: FY:
L.	GSTIN Number	
M.	PAN	
N.	EMD Details	Instrument: Bank Guarantee / Demand Draft BG No. / DD No.: Date: Amount Bank Name:

Date:

Signature of Director/Partner/Proprietor
Name of the Agency/ Firm:
Full Address:
Telephone No.:

8.4. Format for Coaching Experience Certificate, Turnover & Net worth

This is to certify that M/s. has experience of providing coaching forYears and annual average turnover and avg. net worth from coaching business in any 03 from last 05 years from coaching business is given below: -

Sr.	Financial Year	Annual Turnover from Coaching Business	Net worth from Coaching Business
1	2021-2022		
2	2020-2021		
3	2019-2020		
4	2018-2019		
5	2017-2018		
TOTAL			
AVERAGE FROM COACHING BUSINESS IN ANY 03 FROM LAST 05 Years			

Note: This certificate should be certified by Chartered Accountant (Auditor of the firm).

8.5. Format for Self-declaration about coaching centers

[ON BIDDERS LETTERHEAD]

To

The Commissioner, Tribal Development
M.P. Tribal Affairs Department),
2nd Floor Satpura Bhawan, Bhopal,
Madhya Pradesh – 462004

Date: DD/MM/YYYY

Sub: Declaration of infrastructure for teaching Avg 200 Students in each center and year-wise student enrollment.

Ref: Selection of Coaching Agency to provide Training to Schedule Tribe Students of Madhya Pradesh for Preparation of CLAT

(Bidding Document No: _____ Dated: __/__/____)

Sir/Madam,

In response to the above-mentioned RFP I, _____, as _____ <Designation> _____ of M/s _____, hereby declare that our Company / Firm has infrastructure readily available for teaching minimum 200 students in each center and below are the details of students enrolled year wise.

Total Number of coaching centers in the state of Madhya Pradesh as on date.

Total Number of coaching centers across all state of India as on date

In-case of unavailability of the coaching center at Bhopal location I, _____, as _____ <Designation> _____ of M/s _____, hereby declare that our Company / Firm ensure that the required infrastructure shall be established within 30 days of contract signing If fails to do so the contract can be terminated by TAD.

Date:

Signature of Authorized

Representative Name of Coaching

Agency:

Full Address:

Telephone No.:

8.6. Format for providing list of student enrollment year wise

[ON BIDDERS LETTERHEAD]

To

Date: DD/MM/YYYY

The Commissioner, Tribal Development
M.P. Tribal Affairs Department),
2nd Floor Satpura Bhawan,
Bhopal, Madhya Pradesh –
462004

Sub: Declaration of student enrolled and attended the coaching classes for CLAT

Ref: Selection of Coaching Agency to provide coaching to students of scheduled tribe category of Madhya Pradesh for Preparation of CLAT
(Bidding Document No: _____ Dated: __/__/____) Sir,

In response to the above-mentioned RFP I, _____, as _____ <Designation>
_____ of M/s _____, hereby declare that:
.....No of students per year (average) got enrolled for CLAT coaching.

The details of students, course attended is given in following table, the information provided here is true to best of my knowledge and any willful misstatement described herein may lead to disqualification of my firm. The data is to be shared in following format

Sr	State/ City	Centre Name and Address	Student Name	Father's Name	Address	Mobile No.	enrollment year	Roll No./ Registration No. of Student in Qualifying Examination

Note: Details in the Column highlighted in yellow are mandatory to provide.

Date: Signature of Authorized Representative Name of Coaching Agency:
Full Address:
Telephone No.:

8.7. Format for providing list of CLAT qualified students

To

Date: DD/MM/YYYY

The Commissioner, Tribal Development
M.P. Tribal Affairs Department),
2nd Floor Satpura Bhawan,
Bhopal, Madhya Pradesh –
462004

Sub: Declaration of result that student attended coaching classes and qualified in CLAT

Ref: Selection of Coaching Agency to provide coaching to students of scheduled tribe category of Madhya Pradesh for Preparation of CLAT
(Bidding Document No:_____Dated: __/__/____) Sir,

In response to the above mentioned RFP I, _____, as _____ <Designation>
_____ of M/s _____, hereby declare that:

..... **No of students (average) got selected in CLAT.**

..... **No of students got selected in Top-100 AIR common.**

The details of students, course attended and selection is given in following table, the information provided here is true to best of my knowledge and any willful misstatement described herein may lead to disqualification of my firm.

The data is to be shared in following format with supporting evidence of copy of result of qualifying student, certificate wherever applicable, Certificate of Coaching Agency proving enrollment at institute for attending respective training.

Sr	Student Name	Father's Name	Address	Mobile No.	Year of enrollment	Roll No./ Registration No. of Student in Qualifying Examination	Merit List with category / Rank highlighting qualifying result	Name of College where admission is taken	Caste / Sub Caste

Date: Signature of Authorized Representative Name of Coaching Agency:

Full Address:

Telephone No.:

8.8. Format for details of qualified teachers for providing CLAT Coaching

[ON BIDDERS LETTERHEAD]

To
The Commissioner, Tribal Development
M.P. Tribal Affairs Department),
2nd Floor Satpura Bhawan, Bhopal,
Madhya Pradesh - 462004

Date: DD/MM/YYYY

Sub: Declaration about number of qualified teachers proposed for providing coaching

Ref: Selection of Coaching Agency at Bhopal to provide Training to Schedule Tribe Students of Madhya Pradesh for Preparation of CLAT

(Bidding Document No: _____ Dated: __/__/____) Sir,

In response to the above-mentioned RFP I, _____, as _____ <Designation>
_____ of M/s _____, hereby declare
that:

.....**No. of teachers proposed for imparting coaching to students in various subjects.**

.....**Avg Experience of teachers proposed for imparting coaching to students.**

Sr. No.	Name of Teacher	Gender & Age	Qualification	Total Experience in Yrs.	Experience with Bidder	Subject Expertise	Language Known	Contact No. & email ID	Documentary evidence to be attached: Pay slip, Degree Certificate, Experience Certificate
1									
2									

Note: Teaching staff with minimum 7 years of teaching experience (as on 01.04.2023) will be considered for evaluation

Date:
Signature of Authorized Representative
Name of Coaching Agency:
Full Address:
Telephone No.:

8.9. Format for providing LMS details

[ON BIDDERS LETTERHEAD]

To

The Commissioner, Tribal Development

M.P. Tribal Affairs Department),

2nd Floor Satpura Bhawan,

Bhopal, Madhya Pradesh – 462004

Sub: Declaration about number of registered users on LMS portal/mobile app

Ref: Selection of Coaching Agency to provide coaching to Schedule Tribe Students of Madhya Pradesh for Preparation of CLAT

(Bidding Document No:____ Dated: __/__/____) Sir,

In response to the above mentioned RFP I,_____, as____<Designation>_____ of M/s_____, hereby declare that:

1. There are.....No. of registered users on LMS portal/mobile app in various class and different courses. Here is the link of the web portal And mobile app available at google/apple app store with Name

The details of registered users, their class and course is given in following table, the information provided is true to best of my knowledge and any willful misstatement described herein may lead to disqualification of my firm.

The data is to be shared in following format with supporting evidence of Registered Users.

Sr.	Course	Class	Num of Users	Application type Web/Mobile app	Features Available	Enclosure /Proof of Registered users
1						

Date: Signature of Authorized Representative

Name of Coaching Agency: Full Address:

Telephone No.:

8.10. Format for Self-declaration by bidder for not being blacklisted

[ON BIDDERS LETTERHEAD]

To

The Commissioner, Tribal Development

M.P. Tribal Affairs Department),

2nd Floor Satpura Bhawan,

Bhopal, Madhya Pradesh –

462004

Date: DD/MM/YYYY

Sub: Declaration of Non-Black listing for corrupt or fraudulent practices with any of the Government agencies in India at the time of bid

Ref: Selection of Coaching Agency to provide Training to Schedule Tribe Students of Madhya Pradesh for Preparation of CLAT

(Bidding Document No:_____Dated: __/__/____) Sir/Madam,

In response to the above-mentioned RFP I,_____, as_____<Designation>

_____ of M/s_____, hereby declare that our Company / Firm_____is having unblemished past record and is not currently declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Date:

Signature of Director/Partner/Proprietor

Name of the Agency/ Firm:

Full Address:

Telephone No.:

8.11. Format for Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

POWER OF ATTORNEY

Date: DD/MM/YYYY

Know all men by these presents, we (Name of the firm) registered at (Registered address) do hereby irrevocably constitute, nominate appoint and authorize Mr./Ms./Mrs.....son of..... presently residing at(Residential Address) acting as (Designation), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "Request for Proposal **For Selection of Coaching Agency for providing coaching to scheduled tribe students for preparation of CLAT examinations under Akanksha Yojna**, for Tribal Affairs Department, vide Invitation for RFP No:dated DD/MM/YYYY issued by Tribal Affairs Department

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Name of the firm) -----(Signature)
Name: and Signature of (Director/Partner/Proprietor) Accept

(Attested signature of Attorney) Name:

Designation and Firm

8.12. Format for Technical Proposal Cover letter

[ON BIDDERS LETTERHEAD]

To
The Commissioner,
M.P. Tribal Affairs Department),
2nd Floor Satpura Bhawan, Bhopal,
Madhya Pradesh – 462004

Date: DD/MM/YYYY

Sub: Letter for Submission of Proposal by <<firm name>>

Ref: Selection of Coaching/ Training Agency to provide Coaching to Schedule Tribe Students of Madhya Pradesh for Preparation of CLAT

(Bidding Document No: _____ Dated: __/__/____)

Sir/ Madam,

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

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening.

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

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

Date:

Signature of Authorized Representative

Name of CA:

Full Address:

Telephone No.:

8.13. Format for Price Bid (as per BOQ Format)

Following is the price bid format: -

- For evaluation purpose, only total fee quoted per student for particular course for duration of 02 years will be considered (inclusive of all the taxes except GST)

Sr	Description	Unit (A)	Jabalpur (Cost Per Student for entire Course) without (GST)			
			Unit Cost (B)	Total Cost (C=A*B)	GST	Total Cost with GST
1	Coaching of Student for preparation of CLAT For the duration of 02 years including Study material (hard copy)	400				
2	New Tablet (with content)	400				
3	Transportation Cost per Students (To & Fro; from Hostel, School & Coaching center)	400				
	Total Cost (in Rs)					
	Total Cost (in words)					

8.14. Format for Performance Security

[Date]

To
The Commissioner,
Tribal Affairs Department),
2nd Floor Satpura Bhawan, Bhopal,
Madhya Pradesh – 462004

Sub: Performance Bank Guarantee

Ref: Selection of Coaching Agency to provide Coaching/ Training to Scheduled Tribe Students of Madhya Pradesh for Preparation of CLAT (Bidding Document No: _____ Dated: __/__/____)

Dear Sir/ Madam, WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956/2013, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (Madhya Pradesh Tribal Affairs Department) for referred RFP.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount 5% of purchase order in favor of Madhya Pradesh Tribal Affairs Department for an amount <<. >> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount << >>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. This PBG will remain valid for 30 Months.

We further agree that the termination of the said agreement, for reasons solely attributable to our

constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against Madhya Pradesh Tribal Affairs Department and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<....>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<. >>

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated this Day2023.

Yours faithfully,

For and on behalf of theBank
(Signature) Designation

(Address of the Bank) Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

8.15. Preferable Specification of the tablet

Sr	Description	Specification
1	Processor	1.6 GHz Octa core Processor or higher
2	RAM	3 GB RAM,16GB ROM or higher
3	Storage	At Least 32 GB Internal Memory expandable up to 128GB.
4	Operating system	Android 12 or Higher.
5	Camera	8MP primary camera with geo-tagging, touch focus, HDR, panorama and 5MP front facing camera or Higher.
6	Display	20.32 centimeters (8-inch) or Higher TFT capacitive touchscreen with 800 x 1280 pixels resolution, 216 ppi pixel density and 16M color support or higher
7	Connectivity	Wi-Fi, 4G Vo LTE., 5G (optional)
8	Battery	Battery Providing talk-time of 12 hours and standby time of 48 hours. >=4500 mah
9	Multimedia Features	Video Formats Supported: MP4, M4V, 3GP, 3G2, WMV, ASF, AVI, FLV, MKV, WEBM. Full HD Playback, HD Playback, Video Playback.
10	Supporting Audio Formats	MP3, M4A, 3GA, AAC, OGG, OGA, WAV, WMA, AMR, AWB, FLAC, MID, MIDI, XMF, MXMF, IMY, RTTTL, RTX, OTA.
11	Location Technology	GPS & AGPS facility for capturing the location coordinates
12	Certification	BIS certification, CE
13	Flip case/ Rugged cover	To be provided
14	Warranty	Three years manufacturer warranty for device and 12 months manufacturer warranty for in-box accessories from the date of purchase.
15	Learning content	Relevant Preloaded learning content by the bidder with student account creation and technical support during the project tenure.

8.16. Location of the Department Hostel

Sr	Hostel Name	(Boys/Girls)	Capacity	Completed Address	Number of Akanksha Student	Warden Name & Contact

Note: CA may visit the hostel Locations before submission of the bid proposal for assessment of the location and route.

***** END OF THE DOCUMENT *****