



Request for Proposal (RFP)

RFP Reference No BBOCWWB/Coaching institute/02/2026-27

Dated: - 23/ 07/2026

**BBOCWW Board
invites**

Request for Proposal (RFP) for Empanelment of Reputed Coaching Institutes on pan India Basis for Imparting Specialized Coaching for Engineering/Medical/Law Entrances (JEE & NEET & Law/CLAT) and graduation based Competitive Examinations (UPSC, BPSC, SSC, Bank PO) to the Children of Registered Construction Workers of Bihar

Issued By: -

**OFFICE OF THE SECRETARY,
BIHAR BUILDING AND OTHER CONSTRUCTION WORKER WELFARE BOARD
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Email: bocw.bihar@gov.in**

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BIDDERS ARE REQUESTED NOT TO QUOTE ANY THING AT THIS PAGE

Table of Contents

SECTION-I	6
1.1. Disclaimer.....	6
1.2. Glossary of Terms.....	9
1.3. Abbreviations	10
SECTION-II.....	11
2.1. Introduction & Objectives.....	11
2.2. The Core Problem Statement	11
2.3. Project Objectives	11
2.4. Target Demographics & Scale.....	12
SECTION-IV	15
4.1. Pre-Qualification Criteria (PQ)	15
4.2. Technical Evaluation Criteria (TQ)	19
SECTION-V.....	21
5.1. Advice to the Bidders	21
5.2. RFP Document and RFP Fee	21
5.3. Earnest Money Deposit	21
5.4. Submission of Bid	22
5.5. Bid Submission Format.....	22
5.6. Late Submission of Bid	22
5.7. Cost of Bid.....	22
5.8. Erasures or Alterations and Signing of Bids.....	22
5.9. Pre-Bid Queries	22
5.10. Amendment of RFP Document.....	23
5.11. Bid Validity	23
5.12. Modification & Withdrawal of Bids.....	23
5.13. Clarification of Bids.....	23
5.14. RFP Opening	24
5.15. Technical Bids	24
5.16. Financial Bids	24
5.17. Evaluation of Qualifying Criteria.....	24
5.18. Evaluation of Technical & Financial Bid (Least Cost Selection LCS)	25
5.19. Notification of Award	25
5.20. Signing of Contract	25
5.21. Confidentiality of the Document to be kept by bidder	25

38

5.22. RFP Related Conditions	25
5.23. Rejection Criteria	25
SECTION-VI.....	28
7. Terms and Conditions.....	30
7.1. Key Performance Measurements.....	30
7.2. Commencement & Progress	30
7.3. Successful Agency's Obligation.....	31
7.3.1. Scope of Work.....	31
7.3.2. Confidentiality	31
7.3.3. Ethics.....	31
7.3.4. Corrupt or Fraudulent Practices.....	32
7.3.5. Purchaser's Obligations	32
7.3.6. Events of Default by the Successful Agency	32
7.3.7. Consequences of Default.....	33
7.3.8. Terminate the Contract in Full or Part.....	33
7.3.9. Breach and Rectification.....	33
7.3.10. Protection and Liabilities.....	34
7.3.11. Third Party Claims.....	34
7.3.12. Limitation of Liability.....	35
7.3.12.1. Termination	36
7.3.12.2. Conditions for Termination	36
7.3.12.3. Consequences of Termination	37
7.3.13. Dispute Resolution	38
7.3.14. Access.....	40
7.3.15. Inspection Rights	40
7.3.16. Conditional offers by the Bidders.....	40
7.3.17. Address of Communication.....	40
7.3.18. Costs & Currency.....	40
7.4. Performance Bank Guarantee.....	40
7.5. Indemnity	41
7.6. Publicity	41
7.7. Right to Accept Any Bid and to Reject Any or All Bids	41
7.8. Other Conditions.....	41
7.9. General.....	42
7.10. Survival.....	42
7.11. Entire Contract.....	42

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7.12. Governing Law.....	42
7.13. Jurisdiction of Courts.....	42
7.14. Force Majeure.....	42
7.15. Conditions Precedent.....	44
7.16. Non- Fulfilment of Conditions Precedent.....	44
7.17. Amendment to Agreement.....	44
SECTION-VIII.....	45
Annexure I.....	45
Format for Technical Bid.....	45
Form 1: Covering Letter for Technical Bid.....	45
Form 2: Technical Bid Checklist (On Bidders Letterhead).....	47
Form 3: General Profile of the bidder (On Bidder's Letterhead).....	48
Form 4: Performance details.....	49
Form 5: Financial Capability.....	51
Form 6 : Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted.....	52
Form 7: Format for Performance Bank Guarantee.....	53
Form 8.....	55
ANNEXURES II: Formats for Financial Bid.....	56
7.1 Financial Bid Formats.....	56
7.2 Annexure III: Draft Master Service Agreement.....	58

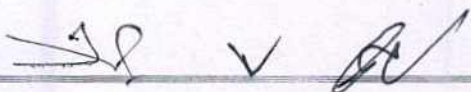




SECTION-I

1.1. Disclaimer

1. Bihar Building and Other Construction Workers Welfare Board, Bihar (hereinafter referred to as "BBOCWW") has issued this Request for Proposal (RFP) (hereinafter referred to as "RFP") **for Empanelment of Reputed Coaching Institutes on a PAN India Basis for Imparting Specialized Coaching for Engineering/Medical/Law Entrances (JEE & NEET & Law/CLAT) and graduation based Competitive Examinations (UPSC, BPSC, SSC, Bank PO) to the Children of Registered Construction Workers of Bihar** as per the terms and conditions as set out in this RFP document, including but not limited to the technical specifications set out in different sections of this RFP document.
2. This RFP has been prepared with an intention to invite prospective Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all people, and it is not possible for BBOCWW Board to consider the investment objectives, financial situation and particular needs of each bidder.
3. BBOCWW Board has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested bidder (s) are required to make their own enquiries and respondents shall be required to confirm in writing that they have done so and they do not rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by BBOCWW Board in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
4. This RFP is not an agreement between BBOCWW board and the prospective bidders. The information contained in this RFP is provided on the basis that it is non-binding on BBOCWW board, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. BBOCWW board makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bid. Bidders are encouraged to take professional help from experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of BBOCWW Board any kind of error, misprint, inaccuracies, or omission in the document. BBOCWW Board reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. BBOCWW Board also reserves the right to decline to discuss the Project further with any bidder submitting a proposal.
5. No reimbursement of cost of any type shall be paid to any bidder or prospective bidder submitting a Bid Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BBOCWW Board or any other costs incurred in connection with or relating to its Bid.



6. This issue of this RFP does not imply that BBOCWW Board is bound to select and pre-qualify Bid at Bid Stage or to appoint the Successful Agency, as the case may be, for the project and BBOCWW Board reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
7. BBOCWW Board may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. BBOCWW Board, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bid Process) towards any Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. BBOCWW Board also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.
10. Interested bidder, after careful review of all the clauses of this 'RFP', are encouraged to send their suggestions in writing to BBOCWW Board. Such suggestions, after review by BBOCWW Board, may be incorporated into this 'RFP' as a corrigendum which shall be uploaded onto the e-Tendering website: <https://eproc2.bihar.gov.in/>.

BIHAR BUILDING AND OTHER CONSTRUCTION WORKER WELFARE BOARD

C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001

Email ID: bocw.bihar@gov.in

Notice Inviting E-Tender

Bihar Building and Other Construction Workers Welfare (BBOCWW) Board invites e-Tenders for **Empanelment of Reputed Coaching Institutes on pan India Basis for Imparting Specialized Coaching for Engineering/Medical/Law Entrances (JEE & NEET & Law/CLAT) and graduation based Competitive Examinations (UPSC, BPSC, SSC, Bank PO) to the Children of Registered Construction Workers of Bihar** under a Two-Bid System: Technical and Financial bid from eligible Large-scale coaching corporations/National Brands or tech-Enabled Hybrid Institutions

Please note the following data sheet.

SN	Activity	Date/Time: Duration
1.	Online Sale/Download date of RFP document	From 31.07.2026 , 11:00 Hrs (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending pre-bid queries by e-mail	Date- 07.08.2026 up to 18.00 Hrs. on bocw.bihar@gov.in
3	EMD, Tender Fee and Tender Processing Fee	1) EMD (Refundable): Rs 5,00,000/- (Rupees Five lakh only) in online form/Bank Guarantee. 2) Tender Fee (Non-refundable): Rs 5900/- (Rupees Five Thousand and Nine Hundred Only) through online mode only. 3) Tender Processing Fee (Non-refundable): Rs 1180/- or an amount reflecting on eproc2 portal through online mode only.
4.	Date, Time and Place of Pre-Bid Meeting	Pre-bid meeting will be held at Office of The Secretary, Bihar Building and Other Construction Workers Welfare Board C Wing, Fourth Floor, Niyojan Bhawan, Near Income Tax Golamber, Patna – 800001 on 10.08.2026 at 3:00 PM
5.	Publishing of Pre-Bid queries response	Will be published on best effort basis at e-Proc2 website/Deptt website.
6.	Last Date/Time for submission/ uploading of offer/Bid	Date- 28.08.2026 days up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date & time for opening of Technical Bid	On or after 31.08.2026 post 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
8.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later through email only.
9.	Financial Bid Opening Date and Time	Date and time for Financial Opening shall be communicated later through email only.
10.	Method of Selection	LCS (Least Cost Selection)
11.	Bid Proposal Validity	180 days from the last date of proposal submission.
12.	Contact person/Nodal Officer for queries	Name: Ghanshyam Ravidas Designation: Assistant labour Commissioner Email: bocw.bihar@gov.in Contact no: 628789969

Secretary,
Bihar Building & Other Construction Workers Welfare Board
Government of Bihar

1.2. Glossary of Terms

Sr. No	Term	Meaning
1	Bidder	The bidder must be the sole legal owner(s) OR possess a registered, legally irrevocable Power of Attorney (PoA)
2	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / bidder by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this contract.
3	Contract	The RFP and all Annexures thereto, the Agreement entered into between the selected Coaching Institutions together with the Purchaser as recorded in the Contract form signed by the Purchaser and the bidder including all Annexures thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
4	Contract Value	The price payable to the bidder under this Contract for the full and proper performance of its contractual obligations.
5	Department	Labour Resources & Migrant Workers Welfare Department, Government of Bihar.
6	Effective Date	The date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the bidder instructing to begin carrying out the activities.
7	Parties	The Purchaser, the bidder, and "Party" means either of the Parties.
8	Proposal	Response or offer submitted by bidders for this e-Tender
9	Purchaser	Bihar Building and other Construction Workers Welfare Board (BBOCWW).

Sr. No	Term	Meaning
10	Services	Services to be provided as per the requirements mentioned in the scope of work and instructions thereof issued from time to time by BBOCWW Board.
11	Successful Agency	This shall mean the Successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.

1.3. Abbreviations

Sr. No	Term	Meaning
1.	EMD	Earnest Money Deposit
2.	GoB	Government of Bihar
3.	BBOCWW Board	Bihar Building and other Construction Workers Welfare Board
4.	PBG	Performance Bank Guarantee
5.	PQ	Pre-Qualification
6.	Secretary	Secretary BBOCWW Board
7.	SLA	Service Level Agreement
8.	SOW	Scope of Work

Introduction & Background Information

2.1. Introduction & Objectives

The Bihar Building and Other Construction Workers Welfare Board (hereinafter referred to as "BBOCWWB" or "Board") has been established to enforce welfare provisions under labour legislation and implement welfare schemes for BOC workers. These include financial assistance through Direct Benefit Transfer (DBT), regulation of working conditions, improvement of living standards, and the utilization of CESS Funds for welfare projects. The Bihar BOCW Welfare Board aims to provide a level playing field for the children and of registered construction workers. This initiative will provide free, high-quality specialized coaching from premier Coaching institutions to help students crack national and state-level competitive examinations.

Scope Streams

- **Engineering:** JEE Main & Advanced
- **Medical:** NEET-UG
- **Law:** CLAT & Allied Entrance Tests
- **Civil Services:** UPSC & BPSC (Prelims, Mains, Interview)
- **General Competitive:** SSC CGL, Bank PO

2.2. The Core Problem Statement

National-level competitive examinations (JEE, NEET, UPSC, BPSC, SSC, Bank PO, & Law/CLAT) to the Children/ of Registered Construction Workers of Bihar require highly specialized, rigorous, and strategically structured coaching. Across PAN India, the cost of top-tier institutional coaching ranges roughly between **₹50,000 to ₹2,50,000 per student annually**. This astronomical fee structure acts as an absolute barrier for the children of construction workers, trapping brilliant, high-potential students in a cycle of socio-economic stagnation purely due to a lack of financial capital and institutional guidance.

2.3. Project Objectives

The launch of this RFP and the subsequent empanelment of coaching institutes aim to achieve the following core objectives:

- **Educational Equity:** To provide completely free, top-tier academic coaching to the meritorious wards of registered construction workers, placing them on an equal playing field with students from privileged backgrounds.
- **Socio-Economic Mobility:** To enable children of daily-wage laborers to break the cycle of poverty by securing admissions for engineering into India's premier public institutions like Indian Institutes of Technology (IITs), National Institutes of Technology (NITs), Government Funded Technical Institutions (GFTIs), Medical studies to Government Medical Colleges (AIIMS/State Medical Colleges) and for Law studies in 26 National law Universities. Also to crack the respectable Government job competitive exams like UPSC/ BPSC, SSC CGL, IBPS/SBI etc.
- **Accountable Welfare Spending:** To transition from passive financial grants to an active, result-oriented, performance-linked partnership with leading private coaching brands. This ensures that every rupee of the Labour Cess Welfare Fund yields measurable career outcomes.

- **Comprehensive Human Capital Development:** Beyond exams, the program aims to build digital literacy, logical reasoning, and competitive confidence among underprivileged youth through structured mentoring, smart learning systems, and psychological counselling.

2.4. Target Demographics & Scale

- ✓ • **Beneficiaries:** Shortlisted, highly meritorious children of construction workers registered under the Bihar BOCW Board who have appeared or cleared their Class 12th board examinations with prescribed minimum marks for JEE, NEET and CLAT and graduation for all competitive exams.
- ✓ • **Location of Execution:** Patna (The primary educational hub of Bihar), Kota (Rajasthan), New Delhi and educational hub in other states ensuring immediate access to the finest faculty minds and competitive peer environments).
- ✓ • **Batch Sizing:** The program through BOCW intends to sponsor an initial cohort of 100 students in each of the 12th based entrance test viz; JEE, NEET, CLAT and 100 students in each of the graduation based UPSC, BPSC, (IBPO/SBI/SSC-CGL) exams. The admission of students shall be distributed across dedicated, highly monitored batches at the empanelled institutes. The size of batch may be enhanced as per demand and requirement of the board
- For NEET/JEE/CLAT, the coaching institution having centres at Patna shall be preferred. In case, the branch/centre is not located in Patna, BOCW shall prefer for providing coaching outside Patna at New Delhi, Kota, Hyderabad etc. Similar approach shall also be applicable for UG based competitive exams like UPSC, BPSC and IBPO/SBI/SSC CGL.

STUDENT SELECTION CRITERIA & ELIGIBILITY

To ensure that the free coaching seats are allocated strictly to highly motivated and meritorious candidates, the BBCOWWB will implement a rigorous dual-layer filter process before assigning students to the empanelled coaching institutes.

3.1 Primary Welfare Eligibility (The Registration Filter)

Before academic evaluation, the candidate must fulfill the following statutory criteria:

- **Parental Registration:** At least one parent (mother or father) must be an active, continuously registered worker with the **Bihar Building and Other Construction Workers Welfare Board** for a minimum period of **one (1) uninterrupted year** prior to the application date.
- **Live Registration Status:** The worker's registration profile (Labour Card) must be active, valid, and free of any subscription defaults or compliance lapses
- **Up-to-Date Dues:** The worker's registration card (Labour Card) must be live, unexpired, and cleared of all annual subscription renewals.
- **Domicile:** The student must be a permanent resident/domicile of the State of Bihar.
- **Age and Dependency Limits:** The candidate must be a legitimate biological child or legally adopted child of the registered worker.
- Operational guidelines will be issued separately after award of the contract. However the selection process of student will be done by BBCOWW in association with the coaching institutions

3.2 Academic Pre-requisites**1) Category 01 for JEE, NEET: The 1-Year Target Program (For Students who have completed Class 12)****➤ JEE MAINS (Batch of total 100 students)**

- The candidates must have passed Class 12 within the past 2 years or be appearing in the current academic year. Total of 3 consecutive years shall be allowed.
- Must have scored a minimum of 75% aggregate marks (or equivalent CGPA). (65% for SC/ST) OR top 20 percentile of respective board).

➤ NEET (Batch of total 100 students)

- The candidates must have been appearing in current year or passed Class 12th.

- Must have scored minimum marks of PCB Aggregate: 50% for General, 45% for General-PwD, and 40% for SC/ST/OBC.

2) **Category 02 for CLAT: The 1-Year Target Program**

➤ **CLAT (Batch of total 100 students)**

- The candidates must have been appearing in current year or passed Class 12th
- Must have scored minimum marks of **45%** for General/OBC/PwD and **40%** for SC/ST.

3) **Category 03 for UPSC & BPSC, IBPO/SBI/ SSC CGL: 1 year Program (For Students who have completed graduation)**

➤ **UPSC (Batch of total 100 students)**

➤ **BPSC (Batch of total 100 Students)**

➤ **IBPO/SBI/ SSC CGL (Batch of total 100 students)**

- For all the three types of competitive exams, the candidate must hold a valid bachelor's degree in any discipline from a UGC-recognized university.

3.3 Test Segments & Syllabus Mapping

- **Engineering Slot (JEE):** Physics, Chemistry, Mathematics, and Logical Reasoning (Mapped to NCERT Class 10/11/12) and/or based on the syllabus prescribed for JEE exam.
- **Medical Slot (NEET):** Physics, Chemistry, Biology (Botany & Zoology), and Analytical Aptitude and/or based on the syllabus prescribed for NEET exam.
- **Law Slot (CLAT):** Legal Reasoning, Logical Reasoning, Reading Comprehension, Quantitative Techniques, and Current Affairs and/or the syllabus based on the syllabus prescribed for CLAT exam.
- **Civil Services Slot (UPSC/BPSC):** General Studies (History, Geography, Polity, Indian Economy, Science & Tech, Bihar Special GS) and CSAT (Logical Reasoning, Quantitative Aptitude, Data Interpretation) and/or based on the syllabus prescribed for **UPSC/BPSC exam**.
- **General Competitive Slot (IBPO/SBI/ SSC CGL):** Subject viz; Quantitative Aptitude, English Language Proficiency, Reasoning Ability, General Awareness and/or based on the syllabus prescribed for IBPO/SBI/ SSC CGL exam.

SECTION-IV

Qualification of the Coaching Institutions/Bidder

4.1. Pre-Qualification Criteria (PQ)

Target Bidder Typologies (Who Should Apply): The tender conditions are specifically optimized to attract two types of market leaders:

- **Established National Brands:** Large-scale coaching corporations that operate an extensive network across India or regional centre in Patna.
- **Dominant Local Patna Institutes:** Reputed, homegrown competitive exam brands that are headquartered in Patna and have a long history of placing students into IITs/NITs/GFTIs/AIIMS/State MBBS Colleges/NLUs/UPSC/BPSC/IBPS/SSC-CGL etc.

P Q No.	Eligibility Parameters	Pre-Qualification Requirements	Documents Required
PQ1.	Legal Entity and number of years of operation as coaching institute.	• Private Limited / Public Limited Companies/ Limited Liability Partnerships (LLPs) incorporated under the Companies Act, 2013/LLP act 2008. • Registered Societies registered under the Societies Registration Act, 1860. • Registered Educational Trusts governed by the Indian Trusts Act, 1882. • Registered Partnership Firms. Note: 1) The firm should be in coaching operation for minimum period of 5 years as on 31.05.2026 2) Individual freelance tutors, unorganized private tuition centres run from residential premises, and newly formed consortiums/joint ventures are strictly disqualified. 3) Direct Ownership (No Franchise Policy): The corporate entity submitting the bid must directly own, manage, and operate the centre designated for this project. Franchise-based coaching models, sub-let centers, or third-party license holders are totally ineligible	1. Certificate of incorporation/Partnership deed/Relevant Registration Certificate. 2. Year wise student data in Form X *. 3. A formal Self-Declaration certificate on the institute's official letterhead, signed by the Director or Authorized Signatory, explicitly stating that the Coaching Centre is directly owned, operated, and managed by the parent bidding entity, and does not operate under a franchise or sub-let model.
PQ2	Proven Track Record & Performance Criteria	Bidders must prove their academic capability by submitting verified student selection rolls from the immediate past 03(three) academic years: Category 01:	For each of the categories, the coaching institute shall provide following documentary evidence: - 1) For JEE: Official Rank Cards: Copies of the NTA/NTA-allotted

P Q No.	Eligibility Parameters	Pre-Qualification Requirements	Documents Required
		Engineering (JEE Main/Advanced) & Medical (NEET-UG) • Track Record: The institute must have a verified record of qualifying atleast 150 students per year into JEE (Advance) or Secured rank below 25000 in NEET over the past three years. Category 02: CLAT for admission to NLUs • Track Record: The institute must have a verified record of placing at least 50 student selections into National Law Universities (NLUs) over the past three years.. Category 3: Civil Services (UPSC & BPSC, SSC CGL, IBPS SBI) • Track Record 1): The institute must have successfully coached and placed at least 5 students in UPSC & BPSC per year in past three years who cleared the UPSC Civil Services final recommendation list or the BPSC Combined Competitive Exam (CCE) final merit list over the past three years. • Track Record 2): The institute must have successfully coached and placed minimum 50 student selections per year in final appointment lists for SSC CGL, IBPS-SBI, Central/State Government jobs (Group B/C posts) over the past three years.	scorecards showing the student's name, roll number, and All India Rank (AIR) or Category Rank OR, For NEET Medical: MCC (Medical Counselling Committee) or State-level counselling body allotment letters confirming admission into a Government Medical College 2) For CLAT: (a) Copies of scorecards issued by the Consortium of NLUs showing the candidate's All India Rank (AIR). (b) NLU Seat Allotment Letters: Final institutional allotment letters generated through the Consortium's centralized counselling portal. 3) For Civil Services (UPSC & BPSC, SSC CGL, IBPS SBI): Final Merit Lists: Photocopies of the official UPSC/BPSC final recommendation lists with the candidate's name and roll number highlighted. AND Final Results & Allocation Letters: Final allocation lists issued by the Staff Selection Commission (SSC) or IBPS/SBI. For all categories: Copies of the chronological fee receipts issued to the student. The receipt must clearly display the institute's GSTIN number and the student's unique admission ID

P Q No.	Eligibility Parameters	Pre-Qualification Requirements	Documents Required
PQ3	Financial Standing & Solvency	1. Annual Turnover: The bidder may opt for category wise empanelment. Hence the category wise minimum average annual financial turnover from coaching services in previous three FYs 2022-23, 2023-24 & 2024-25 should be ✓ Cat-01 (JEE/NEET): Minimum of ₹50 Crores exclusively from coaching services ✓ Cat-02 (CLAT LAW): Minimum of ₹30 Crores exclusively from coaching services ✓ Cat-03 (UPSC/BPSC/IBPS/SSC CGL): Minimum of ₹20 Crores exclusively from coaching services. 2. Net Worth & Profitability: The bidding entity must have a positive net worth and must have posted operational profits in each of the last three fiscal years, certified by an audited balance sheet with a valid Chartered Accountant UDIN.	1. Income Tax Returns: last three assessment years. (Assessment Years 2023-24, 2024-25 and 2025-26) 2. Statutory CA Turnover & Net Worth Certificate: A consolidated certificate issued by a practicing Chartered Accountant. This document must contain a valid 18-digit Unique Document Identification Number (UDIN).
PQ4	Registration with Tax Authorities	The coaching institute must be registered with tax authorities.	Self-attested copies of following documents to be submitted: - 1. PAN No 2. GSTIN 3. ITR for last three FY ending on 31.03.2025 4. GST Annual return copy of FY 2022-23 to 2024-25.
PQ5	Non-Blacklisting Declaration	The Coaching Institution should not be convicted by law or should not be blacklisted by any Organisation where it previously have worked with.	Affidavit on non judicial stamp paper of Rs 1000/- to be submitted.

***Form X for PQ1(Bidder to fill data as per their choice category of application)**

Sl No	Financial Year(FY)/ Academic Year(AY)	Nos of Students attended the class	Nos of students passed in JEE/NEET	Nos of students passed in CLAT	Nos of students passed in UPSC/BPSC	Nos of students passed in SSC CGL/Banking
1	2020-21					
2	2021-22					
3	2022-23					
4	2023-24					
5	2024-25					

Apart from above details, the Bidder shall also provide data of above shown successful students of each FY/AY with name, phone number, Institution's Unique ID and AIR in separate excel sheet as Form-X2, failing which the technical bid shall be rejected in PQ round.

Note:

1. All the scanned copies of certificates/documents attached with the tender should be stamped and signed by authorized person of the bidder otherwise the tender is liable to be treated as INVALID.
2. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID.
3. Bidder shall produce original certificates/documents during scrutiny stage, if asked by the BOCW.
4. In case bidder has submitted any fraud information etc. regarding qualification criteria; then EMD of such bidder shall be forfeited & necessary legal actions may be initiated against such bidder.

4.2. Technical Evaluation Criteria (TQ)

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial bid evaluation.

The bidders' technical bid will be evaluated as per the requirements and evaluation criteria mentioned in the following table. The bidders are required to submit all required documentation supporting the evaluation criteria specified as required for technical evaluation.

Sl No	Criteria	Assessment Parameter	Max Marks	Scoring Breakdown
TQ1	Operational Longevity	Number of years of operations	20 Marks	>10 years: 20 marks ≥5 and ≤ 10 years: 10 marks Less than 5 years: 0 Marks
TQ2	Proven Track Record & Performance Criteria	Bidders seeking empanelment in three categories viz; CAT-1: JEE/NEET OR, CAT-2: CLAT OR CAT-3: UPSC/BPSC/SSC/Bank PO shall have to produce documents in line with PQ2	30 Marks	In Cat 1&2, 15 Marks for numbers of selections and 15 marks for Rank (AIR) of students shall be allotted. <u>CAT-1(JEE OR NEET)</u> (1) SELECTION OF STUDENTS >500 selections: 15 marks > 300 and < 500 selections: 10 marks ≥ 150 to 300 selections: 05 marks (2) AIR OF 150 STUDENTS < 5000 : 15 marks ≥ 5000 and < 10000: 10 marks ≥ 10000: 05 marks <u>CAT-2(CLAT)</u> QUANTUM OF STUDENTS > 150 selections: 15 marks ≥ 100 and < 150 selections: 10 marks ≥ 50 to < 100 selections: 05 marks RANK OF STUDENTS (AIR) < 100 : 15 marks ≥ 100 and < 500: 10 marks ≥ 500: 05 marks <u>CAT-3</u> <u>(EITHER UPSC/BPSC)</u> QUANTUM OF STUDENTS > 20 selections: 30 marks

				≥ 10 and < 20 selections: 20 marks ≥ 5 to < 10 selections: 10 marks OR SSC CGL/IBPS QUANTUM OF STUDENTS > 100 selections: 30 marks ≥ 75 and < 100 selections: 20 marks ≥ 50 to < 75 selections: 10 marks
TQ3	Financial Standing	Average Annual Turnover from coaching services over last 3 financial years 2022-23, 2023-24 & 2024-25 ending on 31.03.2025	20 Marks	CAT-01(NEET/JEE) $> ₹100$ Crores: 20 marks $\geq ₹50$ Cr and $\leq ₹100$ Cr: 10 marks $< ₹200$ Cr: 0 Marks CAT-02(CLAT) $> ₹50$ Crores: 20 marks $\geq ₹30$ Cr and $\leq ₹50$ Cr: 10 marks $< ₹30$ Cr: 0 Marks CAT-03(UPSC/BPSC/SSC/Banking) $> ₹50$ Crores: 20 marks $\geq ₹20$ Cr and $\leq ₹50$ Cr: 10 marks $< ₹20$ Cr: 0 Marks
TQ4	Number of existing coaching branches in India	List of Coaching Branches with along with location and address	10 Marks	02 to 05 Branches -2 Marks 06 to 10 Branches -5 Marks 10 to 15 Branches -7 Marks > 15 Branches -10 Marks
5	Presentation	Academic blueprint, digital portal access demo, and infrastructure inspection	20 Marks	Evaluated by BBCOWWB Expert Panel: Up to 20 marks
TOTAL MARKS			100 Marks	

SECTION-V

Instructions to Bidders

5.1. Advice to the Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after its careful study and examination of the RFP document with full understanding to its implications. Bidders may visit the BBOCWW Board Office only after prior appointment and understand the requirements to allow them to propose the best solution. Bid is to be submitted as per enclosed format only. Attach the certificates, brochures & documents asked for in the RFP document.

5.2. RFP Document and RFP Fee

1. The RFP document can be downloaded from the e-Tendering portal <https://eproc2.bihar.gov.in/>. The Tender fee of Rs. 5900/- shall be paid through an online payment gateway available at the e-Tendering portal. The Tender fee shall be non-refundable.

5.3. Earnest Money Deposit

1. The bidders are required to submit an EMD of Rs. **5,00,000/- (Rupees Five Lakhs Only)** through Online Payment or Bank Guarantee from Nationalized Bank. Bidders shall submit the scanned copy of the EMD receipt as part of the technical bid document.
2. Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing Process lead time.
3. The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful bidders. The Successful bidders EMD will be discharged to the Successful bidder post executing the Contract and furnishing the Bank Guarantee as specified in this RFP.
4. The EMD shall be forfeited and appropriated by BBOCWW board without prejudice to any other right or remedy that may be available to BBOCWW board hereunder or otherwise, under the aforementioned conditions. In such an event, the decision of the BBOCWW board regarding forfeiture of the bid Security shall be final and binding upon bidders.
 - i. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - ii. In the case of Successful bidder, if bidder fails within the specified time limit:
 - a. to sign the contract within the time specified by BBOCWW board; or
 - b. to furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract.
 - iii. During the bid process, before signing the contract, if bidder fails to comply with the terms and conditions of the tender.
 - iv. If during the bid process, any information provided by bidder is found false/fraudulent/malafide, then BBOCWW board shall reject the bid and, if necessary, initiate action provided.
 - v. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

- vi. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

5.4. Submission of Bid

1. Bids shall be uploaded online through the e-Tendering system before the time and date specified in the schedule of the RFP notice. The purchaser may, at its discretion, extend this deadline for submission of bid by issuing corrigendum and uploading the same on e-Tendering system.
2. To view- RFP Notice, Detailed Time Schedule, RFP Document for this RFP and subsequently purchase the RFP Document and its supporting documents, kindly visit following e-Tendering website <https://eproc2.bihar.gov.in/>
3. The bidders participating for the first time for RFPs on the e-Tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders is provided on <https://eproc2.bihar.gov.in/>
4. All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The RFP should be prepared & submitted online using individual's Digital e-Token.
e-Tendering Tool Kit for bidders (detailed Help documents, designed for bidders) have been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for RFP Document Purchase, bid preparation, id submission.

5.5. Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this RFP. Bids with deviation from this format are liable for rejection of Submission of Bid.
2. Complete bid process is online (e-Tendering).
3. The bid should be a complete document and should be page numbered, indexed. The document should be page numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
4. Bids sent by courier / post shall be rejected. **HARDCOPY SUBMISSION IS STRICTLY NOT ALLOWED.**

5.6. Late Submission of Bid

Late submission of bid will not be permitted by the e-Tendering system.

5.7. Cost of Bid

The bidder shall bear all costs associated with the preparation and submission of its bid and the purchaser shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

5.8. Erasures or Alterations and Signing of Bids

The original Bids shall be signed by the Bidder or a person (s) duly authorized using his / her digital certificate through the e-Tendering system. Such authorization shall be indicated by power-of-attorney accompanying the bids. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initiated by the person or persons signing the bids.

5.9. Pre-Bid Queries

1. Bidders are requested to submit their queries on the company letter head and in the following format on or before XX/XX.2026, Time: 18:00 PM.
2. The queries not adhering to the under-mentioned format may not be responded to.

Name of Bidder					
Tender Ref. No					
Tender Due Date					
#	RFP Page No.	RFP Clause No.	Clause in detail as per RFP	Queries /Clarification Sought by the bidder	Justification by Department
					This box to be kept blank

5.10. Amendment of RFP Document

1. At any time before the deadline for submission of bid, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by amending, modifying and/or supplementing the same.
2. The amendments shall be published on website <https://eproc2.bihar.gov.in>. Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this RFP before the bid submission date.
3. In the event of any amendment, purchaser reserves the right to extend the deadline for the submission of the bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their bids.

5.11. Bid Validity

1. The offer/proposals submitted by the bidders shall be valid for minimum period of 180 days after the last date of bid submission prescribed by the Board. In exceptional circumstances, prior to the expiration of the bid validity period, the Board may request bidders to extend the period of validity of their bids. Requests and responses shall be made in writing. In event of such extension, Board shall request bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
2. A bidder may refuse the request for extension of bid validity without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid. If the date up to which the bid is to remain valid happens to be a closed holiday for the Board, the bid shall automatically remain valid up to the next working day of the Board.

5.12. Modification & Withdrawal of Bids

1. Bid submitted shall not be modified by the bidder after the closing date and time for submission of bid.
2. If the date of submission is extended due to some reason, modification in bids is possible till extended period, provided bid has not been opened.
3. Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD shall be forfeited.

5.13. Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, BBOCWW board may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points mentioned therein and the same may be sent through email. However, in such cases, an original copy of the technical clarifications shall be sent to the purchaser by courier or in person. The request for such clarifications and the response shall be in writing.

5.14. RFP Opening

1. The technical bids will be opened before the committee on the e-Tendering system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. Financial bids of only technically qualified bidders will be opened before the committee on the e-Tendering system. The decision of the committee will be final.
2. Bidders qualified in the Technical Evaluation will be advised of the location, date, and time set for opening of financial proposal. Interested bidders or their representatives who wished to attend the opening of the financial proposals may do so.

5.15. Technical Bids

1. The Technical bid shall be complete in all respects and contain all information and documents asked for. It must not contain any price information.
2. During the activity of Bid Submission, the Bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of Financial bid and other Annexures enclosed with the RFP (if any) should be completed within the bid submission timelines.
3. The list of documents to be uploaded as part of technical bid may be found at the e-Tendering system and at the checklist table in Annexure I: Form 2.

5.16. Financial Bids

Bidders shall submit their financial bid only in the e-Tendering system. Price quoted elsewhere shall be liable to rejection.

5.17. Evaluation of Qualifying Criteria

1. Prior to Financial opening, the BBOCWW board shall determine whether each bid is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the RFP document. Only those bidders, who fulfil all the qualifications mentioned in the Section IV "Pre-qualification criteria" of the RFP, shall be eligible and qualified for further processing of evaluation.
2. The BBOCWW Board may at its discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. The evaluation of the technical bids shall be done by the Board. Technical evaluation conducted by the Board shall be final and binding on all the bidders.
4. In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the BBOCWW Board's interpretation of the clauses shall be final and binding on all parties.
5. **Bidders who have secured Technical Score of 70 or above out of 100 shall be declared as technically qualified and would be eligible for evaluation of their 'Financial bid'. Bidders who have secured less than 70 for technical score shall not be considered for financial bid evaluation.**
6. If the final Score obtained by a bidder is in fraction, then it will be rounded to the next integer.

5.18. Evaluation of Technical & Financial Bid (Least Cost Selection LCS)

The Bid shall be evaluated based on LCS method. However, the bidder shall be required to obtain minimum 70 marks out of 100 marks in Technical Evaluation for its route to qualification to financial bid. Bidders securing less than 70 marks in Technical bid evaluation shall be rejected and their financial bid shall not be opened.

5.19. Notification of Award

- Prior to the expiration of the period of bid validity, BBOCWW board will notify the Successful Bidders that its bid has been accepted.
- BBOCWW shall prepare the list of successful Coaching Institutions (category Wise) in descending order of their total quoted price thru LCS Evaluation.
- BOCW will empanel the coaching institutes Category wise at L-1 Price in the said category (ies) subject to submission of consent to work.
- The notification of award will constitute the formation of the Contract. Upon Successful Bidder's, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Bidder.

5.20. Signing of Contract

1. At the same time as the BBOCWW board notifies the Successful Bidder that its bid has been accepted, BBOCWW board shall send the Bidder the Proforma for Contract, incorporating all agreements between the BBOCWW board and Bidder.
2. Within 15 working days of receipt of the Contract, the Successful Bidder shall sign and date the Contract and return it to BBOCWW board.
3. The rates in Contract will be valid from the date of the signing of contract till the completion of contract period. No representation in this regard will be entertained.

5.21. Confidentiality of the Document to be kept by bidder

Bidder shall not disclose anything which constitutes part of their bid submission in any manner, whatsoever, to any third party, till finalization of this e-Tendering process.

5.22. RFP Related Conditions

1. The Bidder should confirm unconditional acceptance of full responsibility for completion of work and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall nominate point of contact for all purposes of the Contract.
2. The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of e-Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the purchaser, the purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

5.23. Rejection Criteria

1. Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:

i. General Rejection Criteria

- a. Bids received through E-Mail
- b. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP.
- c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the e-Tendering process.
- d. Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions.
- e. Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser.
- f. Bids without signature of person (s) duly authorized on required pages of the bid.
- g. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- h. Any Bidder shall participate in only one bid in this bid process. In case any a bidder submits multiple bids or if common interests are found in two or more bids, said bid will be rejected

ii. Technical Rejection Criteria

- a. Technical Bid containing financial details.
- b. Revelation of Prices in any form or by any reason before opening the Financial Bid.
- c. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- d. Bidders not quoting for the complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder
- e. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- f. The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid

iii. Financial Rejection Criteria

- a. Incomplete Price Bid.
- b. Price Bids that do not conform to the RFPs price bid format.

- c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- d. If there is an arithmetic discrepancy in the Financial bid calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

→ 28 ✓ ~~28~~

SECTION-VI

Scope of Work

6.1 The empanelled institute(s) shall be entirely responsible for the end-to-end execution of specialized academic coaching programs. This scope covers seven specific exam tracks organized into three thematic categories: **Cat 1 (JEE Mains/Advance & NEET)**, **Cat 2 (LAW/CLAT)**, and **Cat 3 (UPSC & BPSC, SSC CGL, IBPS SBI)**. The empanelled institute(s) will be responsible for end-to-end execution of the academic coaching programs:

- **Classroom Habitability:** All active classrooms must be featured with modern facilities.
- **Hygienic Sanitation Blocks:** Clean, separate toilet blocks for male and female students must be maintained.
- **Safety & CCTV Grid:** The center must maintain a valid provision of Fire Safety, emergency exit maps, 24/7 working CCTV surveillance.
- **Separate mentorship for BOCW students:** The institute must deploy a dedicated mentor/student coordinator/counsellor at the facility to address academic issues, safety issues, medical emergencies, and unique transport logistics Batch Strength & Separation.
- **Study Material & Test Series:** Provision of comprehensive, high-quality printed study modules, weekly/monthly computer-based test (CBT) exactly to all exam patterns & standards.
- **Faculty Allocation:** Deployment of core senior faculty members.
- **Doubt Clearance System:** Mandatory arrangement of post-class doubt-clearing sessions staffed by dedicated professors.
- **Biometric Attendance Tracking:** Daily Aadhaar-linked or biometric fingerprint attendance tracking of all students. Weekly attendance reports must be auto-shared with the BBCOWB nodal officer.

6.2 Provision of Study Material, Kits, and Digital Infrastructure

The institute must supply all necessary academic tools to the students at no extra cost to the family or the Board:

- **Printed Modules & Question Banks:** Provision of a complete set of highly structured, printed study modules, theory booklets, and topic-wise question banks translated cleanly into **both English and Hindi** to support vernacular students.
- **Learning Management System (LMS) Access:** Allocation of individual premium logins to the institute's online learning portal or mobile application, allowing students to watch recorded backup videos of classroom lectures if they miss a day due to health reasons.

6.3 Evaluation, Mock Testing, and Analytics Engine

Testing must mirror national examination high-pressure environments to build test-taking stamina:

- **Weekly Unit Tests:** Conducting an offline, OMR-based evaluation every week mapping strictly to the topics covered during that specific week.

- **Monthly Computer-Based Tests (CBT):** To conduct monthly online CBT mock runs designed exactly on the all category examination pattern. This ensures students become familiar with digital navigation, timers, and question-marking protocols.

6.4 Security, Student Attendance, and Logistics

- **Aadhaar-Linked Biometric Roll Call:** Maintenance of an automated fingerprint or facial-recognition entry gate.
- **Mandatory CCTV Feed Storage:** Operation of a functional 24/7 CCTV surveillance grid across all classrooms and corridors. Footage logs must be systematically archived for a minimum rolling period of **45 days** for safety purposes.
- **Female Student Guardianship:** Provision of a dedicated female student coordinator/counselor at the facility to address safety issues, medical emergencies, or transport logistics unique to female candidates.

6.5 Disbursement Schedule for all category of coachings

All payments are calculated per student based on the accepted Fixed Annual Fee per Student. Disbursements follow this four-tier performance matrix:-

1. **Milestone 1 (30% of Fees):** First instalment of 30% of the total fee (Inc. GST) will be paid after the completion of one month from the commencement of coaching upon verification of student biometric enrolment and physical distribution of the complete printed study kit.
2. **Milestone 2 (70% of Fees):** Second instalment of 70% of the total fee (Inc. GST) will be paid after the completion of the course subject to the student maintaining a minimum of 80% cumulative biometric attendance and completion of designated stream syllabus and submission of all weekly and monthly analytics reports to the Board.

BOCW must be given access to the portal of the institute and also the coaching institute shall share monthly MIS of attendance of each student.

6.7 Liquidated Damages and Penalty Matrix

The Board will apply direct financial deductions from pending bills for any service deficiencies:

- **Delay in Study Material Distribution:** Failure to provide textbook modules within 7 days of batch initialization will lead to a deduction of ₹500 per student per week of delay subject to receipt of complaint by the enrolled student.

6.8 Accommodation Charges for aspirants

- **BBCOWW** shall pay Rs 6000/- per month to all the aspirants residing at Patna for the above preparations whereas a sum of Rs 10000/- per month shall be paid for outside Bihar. **This payment shall be payable to candidates every month for a period of 12 months only.**

GENERAL TERMS & CONDITIONS

7. Terms and Conditions

Terms and conditions for bidders who participate in the RFP are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of an agreement to be signed with the purchase order, to be issued to the Successful Agency on the outcome of the RFP.

7.1. Key Performance Measurements

1. Unless specified by the Purchaser to the contrary, the Successful Agency shall carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and its Specifications.
2. If the Contract / Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

7.2. Commencement & Progress

The Successful Agency shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Successful Agency shall proceed to carry out the activities with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
2. The Successful Agency shall be responsible for and shall ensure that all activities are performed in accordance with the Contract, Scope of Work and that the Successful Agency's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out here under.
3. The Successful Agency shall perform the activities 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 with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. The Successful Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the

Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

7.3. Successful Agency's Obligation

7.3.1. Scope of Work

The Successful Agency's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the Successful Agency's responsibility to ensure services are being carried out in accordance with and in strict adherence to the terms of its Bid, the RFP and this Contract.

7.3.2. Confidentiality

1. The Successful Agency will have to maintain strict Privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not got necessary permissions. Successful Agency cannot sell or part with any data in any form. If such a case may occur then, penalty of any amount as the board may so chose for each instance of breach and / or termination of the contract shall be imposed along with prosecution.
2. The Successful Agency agrees as to any Confidential Information disclosed by Purchaser or the SLA (the "Discloser") to this Agreement:
3. To take such steps necessary to protect Purchaser confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing; and
4. Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA or as required in connection with Successful Agency's use as permitted by Purchaser.
5. Not without purchaser's prior written consent to disclose, transfer, publish or communicate confidential information in any manner to any person except as permitted in this contract or SLA.

7.3.3. Ethics

Successful Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or BBOCWW Board, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of

value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement.

7.3.4. Corrupt or Fraudulent Practices

The Purchaser requires that bidder(s) under this RFP observe the highest standards of ethics during the execution of such contract. In pursuance to this policy, the Purchaser defines for the purposes of this provision, the terms set forth as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence of public officials in contract execution; and
2. "Fraudulent Practice" means a misrepresentation of facts in order to influence execution of contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission);
3. Will reject a proposal for the award if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.
4. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or executing a contract.
5. The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders will be ineligible for further processing.

7.3.5. Purchaser's Obligations

1. Purchaser's nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Successful Agency.
2. Purchaser shall ensure that timely approval is provided to the Successful Agency as and when required, which may include approval of project plans, implementation methodology, or any other document necessary in fulfilment of this contract.
3. The Purchaser's Representative shall interact with the Successful Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
4. The purchaser may provide on Successful Agency's request, particulars/information/ or documentation that may be required by the bidder for providing services covered under this contract.

7.3.6. Events of Default by the Successful Agency

1. The failure on the part of the Successful Agency to perform any of its obligations or comply with any of the terms of this Contract shall constitute an event of default on the part of the Successful Agency.

2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Successful Agency, setting out specific defaults / deviances / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
3. Where despite the issuance of a default notice to the Successful Agency by the Purchaser the Successful Agency fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the Successful Agency another default notice or proceed to adopt such remedies as may be available to the Purchaser.

7.3.7. Consequences of Default

Where an event of default subsists or remains uncured the Purchaser shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Successful Agency shall be obliged to comply with which may include re- determination of the consideration payable to the Successful Agency as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both Successful Agency and Purchaser. The Successful Agency shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Agency under the Contract by a written notice of suspension to the Successful Agency, provided that such notice of suspension:
 - i. Shall specify the nature of the failure; and
 - ii. Shall request the Successful Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful Agency.

7.3.8. Terminate the Contract in Full or Part

1. Retain such an amount from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Successful Agency and Successful Agency's team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
2. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Successful Agency as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

7.3.9. Breach and Rectification

In the event that the Successful Agency is in Material Breach of its obligations under this Agreement or the SLA, Purchaser may terminate this Agreement or the SLA upon notice to the Successful Agency. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which could include the following events, and the termination will become effective:

1. If there is Breach which translates into default in providing Services by the Successful Agency as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.
2. Because time is the essence of the contract, in case, for reasons Prima facia attributable to the Successful Agency, there is a delay of more than 4 weeks by the Successful Agency, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the Successful Agency to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Successful Agency. Pursuant to the termination, Successful Agency shall transfer all the project related assets to Purchaser.
3. Where a change of control of the Successful Agency has occurred whereby the Successful Agency has merged, amalgamated or been taken over, due to which the majority shareholding of the Successful Agency has been transferred to another entity, the Purchaser can by a 60 days' written notice, terminate this Agreement and such notice shall become effective at the end of the notice.

7.3.10. Protection and Liabilities

4.1.1 Third Party Claims

1. Successful Agency (the "Indemnifying Party") undertakes to indemnify the Purchaser (the "Indemnified Party") from and against all direct losses, claims or damages on account of bodily injury, death or damage to tangible personal property and otherwise caused by its negligence/ fraud/willful misconduct, arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.
2. The indemnities shall be subject to the following conditions:
 - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

- ii. 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 its cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
 - iii. If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnifying Party may participate in such defence at its cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
3. The indemnities shall be subject to the following conditions:
- i. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
 - ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
4. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
5. The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
6. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, 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;

7.3.11. Limitation of Liability

The Successful Agency's aggregate liability for damages shall not apply to

1. Neither this Agreement nor the services delivered by Successful Agency under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the Successful Agency and BBOCWW Board to this Agreement, as the case may be.

2. The liability of Successful Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to Successful Agency for any indirect or consequential damages.
4. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
5. The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

7.3.12. Termination

7.3.12.1. Conditions for Termination

1. The Purchaser may terminate this Contract in whole or in part by giving the Successful Agency a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
2. Where the Purchaser is of the opinion that there has been such event of default on the part of the Successful Agency / Successful Agency's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
3. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of the terms of the Successful Agency's bid, the RFP or this Contract.
4. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Successful Agency's bid, the RFP or this Contract.
5. Where the Successful Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Agency, any failure by the Successful

Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Agency or the happening of any such events that are adverse to the Financial viability of the Successful Agency. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

6. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Successful Agency, without compensation to the Successful Agency, if the Successful 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 Purchaser.
7. In the event of termination of this Contract by the Purchaser before the expiry of the term, the Successful Agency shall be given a period of 30 days to demobilize itself,
8. The Successful Agency may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 1 month in advance indicating its intention to terminate the Contract.

7.3.12.2. Consequences of Termination

1. In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Successful Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile Successful Agency in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.
2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Successful Agency/ Successful Agency's team or due to the fact that the survival of the Successful Agency as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the bidder as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both BBOCWW board and Bidder may pay the Successful Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Successful Agency up to

the date of termination. Without prejudice or any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the Successful Agency. In case of any loss or damage due to a default on the part of the Successful Agency in performing any of its obligations with regard to executing the scope of work under this Contract, the Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the Successful Agency's manpower resources and/or all third parties appointed by the Successful Agency shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Successful Agency's bid, the RFP and this Contract, in an identical manner as were being performed before the collapse of the Successful Agency as described above in order to execute an effective transition and to maintain business continuity.

3. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
4. The termination hereof shall not affect any accrued right or liability of either Successful Agency or Purchaser nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

7.3.13. Dispute Resolution

1. The office of the Purchaser and the Successful Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the Successful Agency have been unable to resolve amicably a contract dispute, the matter will be referred to the Purchaser, and his decision will be final and binding on both the Successful Agency and Purchaser.
2. If during the subsistence of this Contract or thereafter, any dispute between the Successful Agency and Purchaser hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Successful Agency and Purchaser hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be

agreed to between the Successful Agency and Purchaser. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Successful Agency or Purchaser hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
4. The Arbitration proceedings shall be held at Patna, in Bihar, India.
5. The Arbitration proceeding shall be governed by the substantive laws of India.
6. The proceedings of Arbitration shall be in English language.
7. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the Successful Agency and Purchaser hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party should appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
8. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
9. If any of the Arbitrators appointed dies, resigns, incapacitates or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such a person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
10. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
11. It is also a term of the contract that neither party to the contract shall be entitled for any interest in the amount of the award.
12. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
13. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

14. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

7.3.14. Access

1. The Successful Agency shall provide Purchaser access to employees, suppliers and third-party facilities, documents, records and systems reasonably required for audit and shall provide all such people with routine assistance in connection with the audits and inspections.
2. The purchaser shall have the right to copy and retain copies of any relevant records. The Successful Agency shall co-operate with the Purchaser in effecting the audits and providing necessary information.

7.3.15. Inspection Rights

1. The purchaser shall have the right to inspect offices, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - i. That the actual level of performance of the services is the same as specified in the SLA;
 - ii. That the Successful agency has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iii. The compliance of the Successful agency with any other obligation under the contract and SLA.

7.3.16. Conditional offers by the Bidders

The bidder should abide by the terms and conditions specified in the RFP Document. If bidders submit conditional offers it shall be liable for outright rejection.

7.3.17. Address of Communication

Bids should be addressed to the Secretary, at below given address:

Secretary,

BBOCWW Board,

C Wing, Fourth Floor, Niyojan Bhawan,

Near Income Tax Golamber, Patna - 800001

Mob. No- 6287894969

7.3.18. Costs & Currency

The bids must be made in Indian Rupees only. Taxes and levies as applicable at the time of submission of bid to be mentioned separately.

7.4. Performance Bank Guarantee

1. The performance bank guarantee of 5% of Annual contract cost from a Nationalised Bank/ Financial / Scheduled Bank and must be valid for the period duration and 180 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages

resulting from the bidder's failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the Successful Agency after 6 months post the completion of contract.

2. The Successful Agency shall have to furnish a renewed Performance Bank Guarantee for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.
3. The Successful Agency shall submit a bank performance guarantee within 15 working days of receipt of the Notification of Award of Contract.

7.5. Indemnity

The Successful Agency shall indemnify, protect and save the Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

7.6. Publicity

Any publicity by the Successful Agency in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

7.7. Right to Accept Any Bid and to Reject Any or All Bids

Purchaser, reserves the right to accept or reject any Bid, and to annul the eTendering process and reject all RFP at any time prior to award of control, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action.

7.8. Other Conditions

1. Neither the Purchaser nor the Successful Agency shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Successful Agency shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
2. The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by Successful Agency and Purchaser shall be written in English or Marathi.
3. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the RFP Document are fulfilled to the satisfaction of the Purchaser.
4. The Successful Agency shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
5. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
6. Payment shall be made in Indian Rupees only.
7. The Successful Agency's Team shall comply with the laws in force in India in the course of performing this Contract.

8. The Successful Agency should be complying with all applicable laws and rules of Government of India and/or Government of Bihar.
9. The Secretary, BBOCWW Board reserves the right to annul all/partial services during the contract period, without assigning any reason otherwise.

7.9. General

1. Relationship between Successful Agency and Purchaser:
2. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Successful Agency/ Successful Agency's Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and Successful Agency.
3. Neither Successful Agency nor Purchaser has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
4. The Purchaser has no obligations to the Successful Agency's Team except as agreed under the terms of this Contract.

7.10. Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Successful Agency of its release from those obligations.

7.11. Entire Contract

The terms and conditions laid down in the RFP and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Successful Agency and Purchaser on the subject matter.

7.12. Governing Law

This Contract shall be governed in accordance with the laws of Union of India and State of Bihar.

7.13. Jurisdiction of Courts

Award of this contract and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Bihar, India.

7.14. Force Majeure

1. Force Majeure shall not include any events caused due to acts/omissions of such Bidder, Successful Agency or Purchaser, as the case may be, or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also

not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

2. The failure or occurrence of a delay in performance of any of the obligations of either Successful Agency or Purchaser shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Successful Agency/ Successful Agency's team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, Successful Agency and Purchaser will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Successful Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the either Successful Agency or Purchaser and not involving the fault or negligence and not foreseeable.
6. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
7. If a Force Majeure situation arises, the Successful Agency shall promptly notify the BBOCWW Board in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the BBOCWW Board in writing, the Successful Agency shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.

9. If the duration of delay continues beyond a period of three months, the BBOCWW Board and the Successful Agency shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the BBOCWW Board, shall be final and binding on the Successful Agency.

7.15. Conditions Precedent

1. Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its discretion waive fully or partially any of the Conditions Precedents for the Successful Agency:
2. The following Conditions Precedent need to be fulfilled by the Successful Agency on or before the execution of this Agreement:
 - a. Provide Performance Bank Guarantee specified in this RFP
 - b. Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement **and the SLA with Board;**

7.16. Non- Fulfilment of Conditions Precedent

1. In the event that any of the Conditions Precedent relating to Successful Agency has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Successful Agency's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the Successful Agency and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Successful Agency prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.
4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Successful Agency linked to the delay in fulfilling the Conditions Precedent

7.17. Amendment to Agreement

Successful Agency and Board acknowledge and agree that amendments to this Agreement shall be made through mutual agreement between the Successful Agency and Purchaser in writing in accordance with the procedure this Agreement is executed and signed.



SECTION-VIII

Annexure I

Format for Technical Bid

Form 1: Covering Letter for Technical Bid

(On Bidders Letterhead)

Date: dd/mm/2026

To,
Secretary,
BBOCWW Board, MMTC
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Phone No: - 0612-2525558

Reference: Request for Proposal (RFP) for Empanelment of Reputed Coaching Institutes on a PAN India Basis for Imparting Specialized Coaching for Engineering/Medical/Law Entrances (JEE & NEET & Law/CLAT) and graduation based Competitive Examinations (UPSC, BPSC, SSC, Bank PO) to the Children of Registered Construction Workers of Bihar

Sir,

We hereby offer to Imparting Specialized Coaching for Engineering/Medical/Law Entrances (JEE & NEET & Law/CLAT) and graduation based Competitive Examinations (UPSC, BPSC, SSC, Bank PO) to the Children of Registered Construction Workers of Bihar as specified in this RFP at the prices specified in the Financial bid.

We hereby bid for Category 1/ Category 2/ Category 3 (bidder to mention the category)

In the event of acceptance of our bid, we do hereby undertake that:

- i. All the services/ deliverable shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives.
- ii. We accept that there won't be any escalation/ increase in the final rate quoted by us in the Financial bid.
- iii. We agree to abide by our offer for a period of 180 days from the last date of submission of Financial bid prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- iv. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake provision as per these terms and conditions. The deviations from the requirement specifications of RFP items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the RFP are only those mentioned in our response
- v. We hereby certify that the BIDDER/Owner signing the RFP is the constituted attorney.

- vi. We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- vii. Purchaser or its authorized representatives may conduct any investigations to verify the statements, documents and information submitted by us and clarifies the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this application or regarding our competence and standing.
- viii. We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- ix. We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- x. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize BBOCWW Board to reject our application.

--

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :

address

Form 2: Technical Bid Checklist (On Bidders Letterhead)

1. All documents as per Pre-Qualification Criteria
2. All documents as per Technical Eligibility Criteria
3. EMD
4. Form 1
5. Form 2
6. Form 3
7. Form 4
8. Form 5
9. Form 6
10. Form 8

SL W DE

Form 3: General Profile of the bidder (On Bidder's Letterhead)

The bidder should provide details of the projects carried out in following format:

#	Particulars	Bidder
1	Name of the Organization	
2	Type of Organization	
3	Address of Registered Office with Telephone Nos., Fax, E- mail and website	
4	Company Registration Details	
5	Date of Incorporation (with documentary evidence for Certificate of Incorporation)	
6	GST Registration Number (with documentary evidence)	
7	PAN NO (with documentary evidence)	
8	No. of years of Operation in India	

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form 4: Performance details

TECHNICAL COMPLIANCE & STREAM-WISE CAPACITY DECLARATION

(To be printed on the official letterhead of the bidding institution, signed by the Authorized Signatory, and uploaded in the Technical Bid Envelope)

To,

The Secretary,

Bihar Building and Other Construction Workers Welfare Board (BBOCWBB),
Department of Labour Resources, Government of Bihar, Patna.

Subject: Technical Compliance and Stream Capacity Declaration for the Empanelment of Coaching Institutes (NIT No:)

Sir/Madam,

Having carefully examined the baseline eligibility criteria, stream-specific guidelines, and the detailed scope of work outlined in Section VI of the RFP, we hereby submit our Technical Compliance Declaration. We explicitly specify the Exam Stream categories we are bidding for and declare our administrative, academic, and infrastructural capability to handle the target student intakes in Patna:

Part A: Applied Exam Stream Lots & Past Performance Vetting

We certify that our organization meets the minimum stream-specific selection benchmarks over the last three (3) consecutive years (FY 2023-24, 2024-25, and 2025-26). *(Bidders must tick 'Yes' or 'No' for opted categories and provide verified numbers. Leave fields blank only if not participating in that specific category).*

Category 01: JEE/ NEET-UG

≥ 150 Students placed in IITs, NITs, GFTIs, or Govt Medical Colleges

_____ Students

Annexure No: _____

Page Range: _____

Category 02: CLAT/LAW

≥ 50 Selections in National Law Universities

_____ Students

Annexure No: _____

Page Range: _____

Category 03: UPSC/BPSC, SSC CGL/IBPS SBI

≥ 40 Students placed overall in UPSC/ BPSC/SSC CGL/IBPS SBI final merit recommendations

_____ Students

Annexure No: _____

Page Range:

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form 5: Financial Capability

<On the letterhead of the Chartered Accountant >

<To be submitted along with Audited Financial Statements to demonstrate that they meet the requirements>

Date: dd/mm/yyyy

To,

Secretary,
BBOCWW Board,
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Phone No: - 0612-2525558

Sir/ Madam,

We have examined the books of accounts and other relevant records of <<Bidder>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover given below:

Section No.	Information from Audited account statement (in Indian Rupees)		
	FY 2022- 2023	FY 2023-24	FY 2024-25
Annual Turnover from coaching services			
Average Annual Turnover			

(Signature of the Chartered Accountant)	
Name	:
Designation	:
Membership Number	:
Date	
Company Seal	:
Business Address	:
UDIN and Date	

Form 6 : Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

<<On Rs. 1000/- or above stamp paper >>

1. I/We do hereby certify that all the statements made in our bids in response to the RFP No.-..... dated XX/XX/2026 and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We,..... (Name of the attorney holder), on behalf of M/s with its registered office at do hereby declare that our firm or neither of promoters/authorized representatives of the firm or any related firm of promoters of the bidder firm is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted , debarred by the Government of India or any of its agencies, any time, including public enterprises and or by any State Government or any of its agencies in past.
3. I/We on behalf of (Name of the attorney holder) do hereby affirm and undertake that we have carefully read and understood the whole RFP documents and will unconditionally abide by all the terms and conditions given in the RFP document vide RFP No.- dated XX/XX/2026.
4. I/We hereby also declare that :-
 - (a) I/We am/are not convicted for any of the offenses under the Prevention of Corruption Act, 1988; Or
 - (b) I/We am/are not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract;
 - (c) I/We have not violated the code of integrity in the past;
 - (d) My/Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in the past;
 - (e) I/We accept that in case of any irregularity, lapses, non-compliances, BBOCWW Boards decision shall be final and binding on me/us.

Thanking you, Yours faithfully

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form 7: Format for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

Date

Bank Guarantee No: Amount of Guarantee.....

Guarantee Period: From to Guarantee Expiry

Date:

Last date of Lodgment.....

WHEREAS The Department / Board <Name> having its office at <Address> (hereinafter referred to as "The Purchaser" which expression shall unless repugnant to the context includes their legal representatives, successor and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) ("Contract") with (insert name of the Successful Agency).....(hereinafter referred to as the "Successful Agency" which expression shall unless repugnant to the context include its legal representatives, succession shall permitted assigns) for the performance, execution and providing of services ("Service") shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the RFP Documents number (insert reference number of the RFP Documents) dated (insert date of issue of RFP Documents).....And various other documents forming part thereof,

AND WHEREAS one of the conditions of the Contract is that the Successful Agency shall furnish to the Purchaser a Bank Guarantee from a Nationalized in India for an amount equal to 5% (Five percent) of the contract amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Successful Agency for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Successful Agency has approached (insert the name of the Nationalized) (hereinafter referred to as the "Bank") having its registered office at (insert the address)and at the request of the Successful Agency and in consideration of the promises made by the Successful Agency, the Bank has agreed to give such guarantee as hereunder:

1. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Successful Agency merely on a demand raised by the Purchaser stating that the amount claimed is due to the Purchaser under the Contract. Any such demand made on the Bank by the Purchaser shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Purchaser in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Purchaser by the Bank under this bank guarantee

shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PGB values, the Purchaser shall surrender the current PGB to the bank for amendment in price.

2. However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here)
..... only)
3. The Purchaser will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to forbear endorsing any powers or rights or by reasons of time being given to the Successful Agency which under law relating the Surety would but for the provisions have the effect of releasing the surety.
4. The rights of the Purchaser to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Successful Agency and / or that any dispute(s) are pending before any office, tribunal or court in respect of such guaranteed Amount and / or the Contract.
5. The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Successful Agency but shall in all respects and for all purposes be binding and operative until payment of all money due to the Purchaser in respect of such liability or liabilities is effected.
6. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Bihar for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
7. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
8. NOT WITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
9. Unless a Demand under this bank guarantee is filed against the Bank within 180 days from the date of expiry of this bank guarantee all the rights of the Purchaser under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
10. However, in the opinion of the Purchaser, if the Successful Agency's obligation against which this bank guarantee is given are not completed or fully performed by the Successful Agency within the period prescribed under the Contract, on request of the Successful Agency, the Bank hereby agrees to further extend the bank guarantee, till the Successful Agency fulfils its obligations under the Contract.
11. We have the power to issue this bank guarantee in your favor under Memorandum and article of Association and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted)
..... granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

Form 8

To,

The Secretary,
Bihar Building and Other Construction Workers Welfare Board (BBCOWWB),
Patna, Bihar.

SUBJECT: UNDERTAKING ON DIRECT OWNERSHIP AND OPERATIONAL INTEGRITY

Sir/Madam,

In response to RFP No:, I/We, hereby solemnly declare that:

1. Our institution, M/s _____, operates its flagship center at located at the following address: _____.

2. The center is directly owned, managed, and academically controlled by our corporate headquarters. No part of the operations, faculty recruitment, or infrastructure deployment at this center has been sublet, outsourced, or assigned to any third-party franchisee or independent license holder.

3. We guarantee that the children of construction workers sponsored under the BBCOWWB flagship scheme will be instructed within our directly managed facility by our core faculty members.

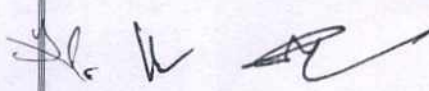
4. We understand that if any physical audit or surprise inspection by the BBCOWWB team reveals a franchise setup, commercial sublease, or third-party operational management, our empanelment will be terminated instantly, our Performance Security will be forfeited, and our firm will be blacklisted across all government departments in Bihar.

Place: Patna

Date:, 2026

(Signature, Name, and Designation of Authorized Signatory)

[Official Seal of the Institute]



ANNEXURES II: Formats for Financial Bid

7.1 Financial Bid Formats

< Through the excel sheet available at Eproc2 portal only >

Note: The below format is only informative for bidders. Bidders are requested not quote anything at this page.

- 1) Tender Inviting Authority: Bihar Building and Other Construction Workers Welfare Board (BBCOWWB).
- 2) Name of Scheme: Free Competitive Coaching Scheme for Meritorious Children of Registered Construction Workers.
- 3) Tender Notice No:
- 4) Name _____ of _____ the _____ Bidding Firm: _____

FINANCIAL SHEET

Sl No	Description of Service / Course Stream	Maximum Duration of Course is 1 year	Estimated nos of enrolments	Quoted Fixed Course annual Fee Per Student (Inclusive of Study Material, Tests and all applicable taxes) (in INR)
CATEGORY-01				
01	Comprehensive Coaching for JEE (Main & Advanced) One-Year Target	Upto 1 year	100	
02	Comprehensive Coaching for NEET-UG One-Year Target	Upto 1 year	100	
CATEGORY-02				
01	Law / CLAT One-Year Targeted Entrance Prep	Upto 1 year	100	
CATEGORY-03				
01	UPSC Civil Services Exam One-Year Comprehensive Prep (Prelims + Mains)	Upto 1 year	100	
02	BPSC Combined Competitive Exam One-Year Comprehensive Prep (Prelims + Mains)	Upto 1 year	100	
02	SSC CGL/ Bank PO (IBPS / SBI) Specialized Batch Program	Upto 1 year	100	

Note

- The fee shall remain firm throughout the contract period of one year.
- Contract may be extended further after reviewing the result of final competitive exam and admissions in each category.
- Mandatory Financial Declarations: All-Inclusive Rates: The rate quoted per student in Column (5) must be strictly inclusive of all faculty remuneration, infrastructure costs, printing charges.

software licenses, administrative margins, and all applicable central/state statutory taxes. No extra claims will be entertained.

- No Price Inflation: The commercial rates accepted at the time of award will remain entirely fixed and frozen for the initial contract term. No price escalations due to changes in market inflation or syllabus alterations will be accepted.
- Technical Quote of the Bidder shall be inclusive of GST or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate. Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.

✓ ✓ ✓

7.2 Annexure III: Draft Master Service Agreement

This AGREEMENT is made at _____, Bihar, on this ____ day of, _____ 2026, BETWEEN Bihar Building and Other Construction Workers Welfare Board referred to as "BBOCWW Board" of the FIRST PART;

AND

-----, a company registered under the Companies Act, 1956/ Partnership Act, 1932/ Proprietorship, having its registered office at -----, hereinafter referred to as "The Bidder", (which expression shall include its successor, administrators, executors and permitted assignees), of the SECOND PART.

Whereas BBOCWW Board has envisaged for empanelment of **Reputed Coaching Institutes on a PAN India Basis for Imparting Specialized Coaching for Engineering/Medical/Law Entrances (JEE & NEET & Law/CLAT) and graduation based Competitive Examinations (UPSC, BPSC, SSC, Bank PO) to the Children of Registered Construction Workers of Bihar** for BBOCWW Board (hereinafter referred to as the "said Project");

And whereas BBOCWW Board has published the RFP to seek services of a reputed **Coaching Institutions for Imparting Specialized Coaching for Engineering/Medical Entrances (JEE & NEET) and Competitive Examinations (UPSC, BPSC, SSC, Bank PO, & Law/CLAT) to the Children/ of Registered Construction Workers of Bihar;**

And whereas M/s----- has submitted its proposal to for Imparting Specialized Coaching for Engineering/Medical Entrances (JEE & NEET) and Competitive Examinations (UPSC, BPSC, SSC, Bank PO, & Law/CLAT) to the Children/ of Registered Construction Workers of Bihar.

And whereas BBOCWW Board and M/s ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows: -

The Agreement shall consist of this Contract Form and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP/ RFP Document
3. Scope of Work as given in the RFP/ RFP Document.
4. Payment schedule as given in the RFP/ RFP Document.
5. Terms & Conditions of Contract as given in the RFP/ RFP Document.
6. Service Level Agreement (SLA) as given in the RFP/ RFP Document.
7. Technical proposal of bidder.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to "Selecting **Coaching Institutions for Imparting Specialized Coaching for Engineering/Medical Entrances (JEE & NEET) and Competitive Examinations (UPSC, BPSC, SSC, Bank PO, & Law/CLAT) to the Children/ of Registered Construction Workers of Bihar**" and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or

inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the BIDDER as hereinafter mentioned, the BIDDER hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

To,

Secretary,
BBOCWW Board,
C Wing, Fourth Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Phone No: - 0612-2525558

and notice to the BIDDER shall be properly addressed to:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and Delivery By;

Secretary, BBOCWW Board,

By -----

For and on behalf of BBOCWW Board Signed, sealed and delivered

By -----

For and on behalf of the "BIDDER", Witnesses:

(1)

(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:

- The stamp duty payable for the contract shall be borne by the BIDDER
- The above Draft Master Service Agreement is only an indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the BIDDER

*****End of Document*****