

Government of West Bengal

REPEAT REQUEST FOR

QUALIFICATION

FOR

Selection of Private Training Provider for Implementing Vocational Education in Government Schools in West Bengal

Directorate of Vocational Education and Training under Department of Technical Education Training & Skill Development Government of West Bengal

RFQ No.: 546-VET/NSQF/2018-19 dated 03rd October, 2018

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SCHEDULE OF ACTIVITIES

<mark>S. No.</mark>	Milestones	Dates
<mark>1</mark>	Issue of RFQ (e-Tender)	<mark>09.10.18</mark>
<mark>2</mark>	Downloading of Tender Documents from 10.00 a.m.	<mark>10.10.18</mark>
<mark>3</mark>	Pre-Bid Meeting	<mark>11.10.18</mark>
<mark>4</mark>	Proposal Submission Date (uploading of documents by 11:00 AM.)	<mark>05.11.18</mark>
<mark>5</mark>	Proposal Submission Date (Hard copy documents as indicated by (4:00 PM)	<mark>05.11.18</mark>
<mark>6</mark>	Opening of the Proposal (12 noon)	<mark>12.11.18</mark>
<mark>7</mark>	E-mailing technical evaluation interim score to individual bidders	<mark>15.11.18</mark>
8	Last date for receiving comments on technical evaluation scores (12 noon)	<mark>19.11.18</mark>
<mark>9</mark>	Intimation through mail for Group-A & Group-B Training Providers	<mark>20.11.18</mark>
<mark>10</mark>	Start of Technical Presentations	<mark>26.11.18</mark>

Venue for Pre-Bid Meeting: Conference Room, 2nd Floor, Karigari Bhawan, B/7, Action Area -III, Newtown Rajarhat, Kolkata – 700 160

Other Key Information

А	Name of Client/Authority	Directorate of Vocational Education & Training (in short the " DVET ")
В	Document Intended for	NSDC empaneled Training Providers SSC affiliated Training Providers Govt. of WB ITI TP operators PBSSD empaneled Training Providers Other State Government Departments or Ministry of Government of India empaneled Training Provider
С	Period of Agreement	4 and half years
D	Email Id for any queries	dvetnsqfwb2019@gmail.com
E	Earnest Money Deposit	EMD amounting to INR 1,00,000 would need to be paid as per the latest norms of the Finance Department of West Bengal as per Annexure 18.7 .
F	Type of BID	Request for Qualification
G	Performance Bank Guarantee	An amount of INR 1,00,000 (Indian Rupees 1 Lakh only) per school post receipt of Letter of Intent (LoI).The format has been attached in Annexure 18.4

Important Notes:

- 1. DVET reserves the right to amend/modify any or all conditions of this RFQ document before the last date of submission of proposals, by the issuance of addenda. In order to provide the Bidders a reasonable time for taking an addendum into account, or for any other reason, DVET may, at its own discretion, extend the Proposal Submission Date.
- 2. Contact person for Communication

Director, Directorate of Vocational Education & Training Karigari Bhawan, Govt. of West Bengal 2nd Floor, B/7, Action Area - III, Newtown Rajarhat, Kolkata – 700 160 Phone: 033-2340- 3635/37/38/39

Disclaimer

- The information contained in this Request for Qualification document (the "RFQ") or subsequently provided to the bidder(s), whether verbally or in documentary or any other form by or on behalf of the Directorate of Vocational Education & Training (in short the "DVET"), is provided to the bidder(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.
- 2. This RFQ is not an agreement and is neither an offer nor invitation by the DVET to the prospective bidders or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in making their bids pursuant to this RFQ. This RFQ includes statements, which reflect various aspects and assessments arrived at by the DVET. Such aspects, assessments and statements do not purport to contain all the information that each bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for the DVET, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses the bidding documents. The aspects, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the aspects, assessments, statements and information contained in this RFQ and obtain independent advice from the appropriate sources.
- 3. Information provided in this RFQ to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DVET accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 4. The DVET, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way for participation in this bid stage.

- 5. The DVET also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFQ.
- 6. The DVET 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 RFQ and reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.
- 7. The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the DVET shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

List of Abbreviations

Terms	Description	
СА	Chartered Accountant	
CSS-VSHSE	Centrally Sponsored Scheme for Vocationalisation of Secondary	
	& Higher Secondary Education	
EMD	Earnest Money Deposit	
ITI	Industrial Training Institute	
GoWB	Government of West Bengal	
Lol	Letter of Intent	
LoA	Letter of Acceptance	
MSDE	Ministry of Skill Development and Entrepreneurship	
NCVT	National Council for Vocational Training	
NSDC	National Skill Development Corporation	
NSQF	National Skills Qualification Framework	
PBSSD	Paschim Banga Society for Skill Development	
PBG	Performance Bank Guarantee	
PSSCIVE	Pandit Sunderlal Sharma Central Institute for Vocational Education	
ТР	Training Provider	
PPP	Public Private Partnership	
RFQ	Request for Qualification	
SSC	Sector Skill Council	
TET&SD	Technical Education, Training and Skill Development	
TVET	Technical and Vocational Education and Training	
UC	Utilisation Certificate	
VTC	Vocational Training Center	

Definitions and Glossary

Term(s)	Description
Agreement	A Tripartite Agreement would be signed between the
	DVET, SSC and the selected Training Provider sector
Authority	wise. The Directorate of Vocation Education & Training
Additionity	(DVET)
Bio Metric Attendance	The attendance of the Trainers and the Trainees
	would need to be captured through bio-metric
	devices. The Training Provider would need to
	mandatorily register the bio-metric details of all students before commencement of classes.
Department	Department would refer to Technical Education,
	Training and Skill Development Department, GoWB
Digital Signature Certificate	Each Bidder is required to obtain a class-II or Class-III
	Digital Signature Certificate (DSC) from National
	Informatics Centre (NIC) or any other agency for
	submission of tenders, from the approved service provider of the NIC on payment of requisite amount.
	DSC is given as a USB e-Token
Disqualification	The exclusion of the Bidder from the bidding process
	due to any of the following reasons:
	- The Bidder has wrongly stated/manipulated the
	facts and figures in the proposal at any stage before/after the award of the Assignment.
	- The Bidder tries to influence the evaluation process
	by any means.
	- In case of disqualification, Earnest Money Deposit
	shall be forfeited
Earnest Money Deposit	All Applicants would be required to provide Earnest
	Money Deposit of INR 1,00,000 (Indian Rupees One Lakh only). EMDs would need to be paid as per the
	latest norms of the Finance Department of
	Government of West Bengal as per Annexure 18.7
Minimum Pass Marks	A minimum pass marks of 25 would need to be
	secured in the Technical Proposal for a Bidder to
	qualify.
PDF	All uploaded documents should be in PDF (Portable Document Format).
Payments	All payments would be made in accordance to the
	financial provisions mentioned in clause 4 of this RFQ
	document. Utilization Certificates would need to be
	provided for all payments received
Period of Agreement/	The Period for which Agreement shall be valid i.e.

Term(s)	Description	
Empanelment	from the date of signing of the agreement till the next	
	4 years. The agreement would be amenable to	
	renewal subject to conditions as indicated in the	
	document.	
Renewal of Agreement	Renewal of the agreement would be based on a	
	favorable assessment on the performance of the TP by	
	DVET.	
Performance Bank Guarantee	An amount of Rs. 1,00,000 (Indian Rupees 1 Lakh)	
	would be submitted per school as performance bank	
	guarantee post receipt of Letter of Intent	
Termination of Agreement	The agreement may be terminated on various	
	grounds as mentioned in clause 13 of this RFQ	
	document	
Validity of the Proposal	The period for which the proposal shall remain valid.	
	For this RFQ it is mandated that the proposal should	
	be valid for 180 days from the Bid closing date.	

1. Background

- **1.1.** The Government of India brought out a revised Centrally Sponsored Scheme for Vocationalisation of Secondary and Higher Secondary Education (CSS-VSHSE) of MHRD by integrating employability education into School Education in September 2011.
- **1.2.** Accordingly, Government of West Bengal obtained an approval under the NSQF Scheme for initially 93 Schools followed with 289 schools and implemented the scheme in class IX XII with the help of Private Training Providers.

With expansion of vocational education in another 311 schools (622 sector schools), 425 sector schools are already been rolled out. Now the state government is keen to extend the number of schools and incorporate an additional 197 sector schools across West Bengal as per the list provided in Annexure 18.1 where the CSS-VSHSE scheme would be implemented. (refer to clause 1.4.) till date. In addition to this, another 269 sector schools are brought under the said fresh RFQ for selection of Training Providers for existing schools and newly approved additional 76 schools for F.Y.2018-19. No. of sector schools may likely to be increased in different on-going sectors. The entire training delivery in these schools would be imparted by Private Training Providers (TPs) who would be selected through this RFQ. The following table denotes the sector wise school count for implementation of the scheme.

SL.		JOB ROLE
NO.	NAME of SECTOR	
1	POWER	Consumer Energy Meter Technician
2	AUTOMOBILE	Automotive Service Technician
3	BEAUTY & WELLNESS	Assistant Beauty Therapist
4	PLUMBING	Plumber General
5	AGRICULTURE	Paddy Farmer
6	RETAIL	Store Assistant Operations/ Cashier / Trainee Associate / Sales Associate
7	APPAREL	Sewing Machine Operator
8	IT & ITeS	Domestic Data Entry Operator
9	TOURISM & HOSPITALITY	Tour Guide
10	ELECTRONICS	Field Technician -Other Home Appliances/ Wireman
11	HEALTHCARE	General Duty Assistant
12	SECURITY	Unarmed Security Guard

The List of Job Roles under each sector as per the norms of PSSCIVE, Bhopal/MHRD guidelines have been mentioned in 18.8

- **1.3.** The Project will be jointly funded by Central Government and the State Government on 60:40 ratio basis or any revised ratio as approved by the Government of West Bengal.
- **1.4.** The teacher handbook, student curriculum and courseware for the selected courses are already developed by PSSCIVE, Bhopal/CBSE/SSC based on the NOS/QP set by the SSCs.

2. Objectives

- 2.1. Successfully introduce and integrate Vocational Educational courses (NSQF compatible) at classes IX XII in 466 (197+269) sector schools in West Bengal for the Academic year. The list of schools and the respective sectors have been mentioned in Annexure 18.1
- **2.2.** These courses will be based on Industry driven curriculum designed by SSC/ PSSCIVE/authorized agencies of the state/Central Govt. and courseware created by PSSCIVE, Bhopal/SSC on 'National Occupational Standards (NOS)' set by respective Sector Skill Councils in 12 (Twelve) sectors.

2.3. The maximum number of schools allotted to each Training Provider will be 40. (A Training Provider can operate only one sector in a particular school).

- **2.4.** The project is expected to improve employability of the students passing out from these courses because of industry driven inputs and exposure. This will be measured by enhanced employment of the students achieving level 4 certificate.
- **2.5.** This scheme would also help in reduction of school dropout rates and improve attendance levels due to better job prospects of students.

3. Role of Training Providers

3.1. Faculty Deployment

- a. Ownership for recruitment and selection of faculty will be with the TP. The qualification norms of faculty should be as per the norms prescribed by the PSSCIVE Bhopal/SSC. The TP will ensure that the 'best fit' candidates are recruited in accordance with the following guidelines:
- b. TPs will mandatorily place advertisements in at least two of the leading dailies of West Bengal, and in addition use job portals, hiring through search firms, reaching out to college alumni associations or any other way to source potential candidates.
- c. The trainer recruitment process shall be held at least two out of the following locations i.e. Kolkata, Siliguri/Jalpaiguri and Durgapur/Burdwan depending on the requirement to ensure maximum participation in the drive. TPs will formally communicate to the DVET to enable support and publicity at least 7 days in advance of the Selection.
- d. The Recruitment Process of faculty would happen in Two primary stages -

 $\label{eq:stagel} \begin{tabular}{ll} \textbf{Stage I} & - \mbox{ to assess the sector competency of the candidate which would include } \end{tabular}$

Practical Test (or Technical Interview) and Written Test **Stage II** – to assess the behavioral and qualification competency of the candidate. This will include pedagogy practical (to assess the teaching competency), qualification evaluation and personal interview.

e. The breakup of the marks to be given would be in following manner -

	Stage I (D	omain Competency) = 100 marks		Stage II (Qualification & Behavioral Competency) =		
Sectors	Practical Assessment	Written Test	Technical Interview	Pedagogy Practical (Teaching Competency	Qualification	Persona I Interview
Beauty and Wellness	50%	25%	25%	50%	25%	25%
Iron and Steel	50%	25%	25%	50%	25%	25%
Plumbing	50%	25%	25%	50%	25%	25%
Leather	50%	25%	25%	50%	25%	25%

- f. All candidates will be required to secure at least 70% (i.e. 140 out of 200 marks) to qualify as a trainer.
- g. Personal Interview Panels will be chaired by the TPs and will consist of a Subject Matter Expert / SSC Representative and a representative of DVET.
- h. TPs will collate all feedback and comments from Panel Members before taking the final call to select, reject or place a candidate on hold. The TPs will retain selection sheets for future reference. TPs would also prepare a waitlist of candidates.
- i. TPs would inform DVET in writing about the final selection list and wait list of candidates before issuing the Formal letter.
- j. Interim vacancies, as and when occur, would be filled up from waitlisted candidates.
- k. TPs would ensure all paperwork and documentation in respect of candidate qualification, experience, age and any other criteria is complete before issuing the offer letter.
- I. Arrange/ facilitate placement of the eligible desirous students at the end of Class 12th. The same must be informed to the party of the first part before placements.

3.2. Training Delivery

- a. The Training Partner will be selected through the procedure laid down in this RFQ. The appointed training partners in turn will optimally deploy the required number of faculty members. It will be the endeavor of the TP to source the faculty for the project from West Bengal. However, in the eventuality of qualified faculty not being available in the state, the same may be sourced and deployed from outside the state so that the implementation of the project does not get affected.
- b. The DVET will pay the TPs as per the scheme guidelines from Central and State funds for their services rendered. The basis of payment will be on the number of vocational courses per school serviced by the training partner.
- c. Understand the existing content of the curriculum prepared by PSSCIVE/SSC and get it delivered through its faculty effectively in the classroom.
 - d. Ensure that the entire vocational content designed is delivered in the classroom within the stipulated time. Ensure quality parameters are met.
 - e. Ensure the internal assessments of students are carried out on a weekly/ monthly basis as per the assessment pattern set up for the domain.
 - f. Conduct soft skill training including preparing the students for work as per the industry requirement.
 - g. Inviting and organizing guest lectures from domain related experts working in industry.
 - h. Organize the On the Job Trainings as per the norms of Curriculum.

3.3. Service Level Terms - Following Service Level Terms will have to be adhered by the selected TP

- a. Complete the syllabus as per the time line.
- b. Conduct practical/workshops as per the syllabus.
- c. Arrange industry guest lecture as and when required.
- d. Facilitate industry interaction and interface.
- e. Arrange/ facilitate placement of the desirous students at the end of Class XII.
- f. Arrange campus interview wherever possible and needed post completion of course.
- g. All procurements required to set up the labs for implementation of NSQF courses through the CSS-VSHSE scheme would be done by the DVET, as applicable following the financial norms and Tender procedure as prescribed in WBFR. The Training Provider will be responsible to issue the

purchase order on behalf of DVET to the selected vendors vide the tendering process. The Training provider would also provide the installation certificate for laboratory equipment and the respective payment for the same will be facilitated from DVET's end.

- **3.4. Industry Interface** The selected training partner shall drive in all aspect of continuous Industry interface and identify local industries which may assist in the delivery of training and placement of students.
- **3.5. Quality control of Training program** Sector Skill Council will take the responsibility of introducing quality control system in the training program including training of the trainers of the training partners and assist in setting assessment guidelines and conducting assessment and certification for the trainees within the stipulated time schedule.
- **3.6.** Student assessment and certification Sector Skill Council will organize the assessment of trainees through practical examination and issue certificate to the successful candidates along with WBBSE/WBCHSE.
- **3.7. Recommendation for appointment of vocational (Industry) Coordinator** SSCs shall recommend Vocational (Industry) Coordinators (one per domain). The industry coordinators will be experienced practicing professionals of the respective sector. The Industry coordinators will be engaged by the respective Sector Skill Councils and would be paid by DVET as per MHRD scheme guidelines/State Govt. policy. They will be reporting to the office of the DVET and also have a dotted line functional reporting to the respective sector skill council. They will act as link between the requirement of the project and the respective sector skill council.
- **3.8.** Affiliating Curricula SSCs will review the available curricula and accredit the one best suited for the programme both for students and trainers. SSC will review and identify in-demand sectors / occupations for which employment opportunity exist in West Bengal.

4. Financial Provisions

The Training Providers would be paid on the basis of the following components as per the guidelines issued under the CSS-VHSE scheme.

- **4.1.** All payments to the TPs would be made on quarterly basis within one month from submission of bills along with relevant supporting documents with the invoice submitted to the DVET in the prescribed format as indicated by the DVET through notifications and depending on availability of funds. From appropriate authority for this scheme.
- **4.2.** All payment terms are subject to modifications according to the changes in the scheme and the same would be implemented by DVET as and when required. The right to implement the modifications would solely rest on DVET.
- **4.3.** TPs would need appoint 1 trainer per sector (Job-Role) in a school. Each trainer would be paid **INR 20,000/-** per month.
- **4.4.** TPs would need to hire 1 Skill Lab Assistant per sector (Job-Role) for Laboratory and would be paid **INR 5,000/-** per month for Class IX-X and **INR 7,000/-** per month for Class IX XII.
- 4.5. TP would nominate "TP Coordinator/s", who would act as point of contact and represent the TP for coordination, monitoring, training, preparing reports and successful implementation of the program. The TP coordinator will function under the overall supervision of TP along with DVET and shall also keep TP/SSC and district coordinators informed about all relevant aspects on monthly basis. The TP Coordinator would be required to visit all the schools at least twice per year and would be paid monthly INR 25000/- and INR 1000/visit/school as Travel Allowances which would be provided by DVET for this activity.
- 4.6. Principal of each school would act as school level Coordinator and receive an honorarium of INR 2000/- per month. Each Training provider would pay INR 1000/- per month to the Head Master and submit the acknowledgement during raising the invoice.
- 4.7. For each school the TP would be paid 15% of the amount mentioned above from
 4.3 4.5 to cover the management and monitoring expenses. INR 1000/visit/school as Travel Allowances would not be considered for this.
- **4.8.** For each school **INR 750/-** per student would be given to TPs annually for arranging 3 Industry visits per class per sector.

- 4.9. For each class and each sector there should be at least two and maximum Five Guest Faculty visits annually. For each visit TP would be paid @INR 500/-. All the Guest Faculty Visit should be for at least 2 hours.
- **4.10.** For Office Expenditure (including expenditure on awareness & publicity, guidance and counseling, stationery, electricity, water, office expenses etc.) for each school TP would be paid annually **INR 12**, **500/class/sector/school**.
- **4.11.**TP would be paid **INR 3000/- per trainer** for conducting Teacher's Training through SSCs for 5 days.
- **4.12.**For raw materials, maintenance of tools and e-learning material the TPs would be paid annually **INR 700/-** per student for each school. For maintenance of equipment of high cost (rather warrantied products), the TP would be required to inform DVET at least 2 weeks in advance and the decision regarding the responsibility of the maintenance would be final. Additionally, the TP would need to arrange for the books for each student and would be paid INR 300 per book.
- 4.13. SSCs would be paid @INR 600/- per trainee for classes IX X and @INR 800/- trainee for classes XI-XII for conducting assessments based on QP-NOS and issuing certificates. The WBBSE / WBCHSE would conduct examination/test also as per their norms.
- **4.14.**Each SSC would be appointing an Industry Coordinators except IT&ITeS and Healthcare,Retail, Automotive and Security as they already have industry coordinators from the previous RFQ. They would be appointed by SSC and deputed at DVET where an office space would be provided to them. The following would be the roles and responsibilities of the Industry Coordinators:
 - a. Monitor the performance of the TPs for all the 466 sector schools under the sector. No. of sector schools may likely to revise as per need of the hour.
 - b. Ensure smooth functioning of the scheme and maintenance of standards of skilling/teaching.
 - c. Required to visit each school twice annually and be paid **INR 30,000/**monthly as honorarium. In addition, for each school SSC Coordinators would be paid INR 1000/visit as travel allowances.
 - d. Coordinate closely with PBSSD & SPMU in order to facilitate the skill development plan for the entire state for the respective sectors.
- **4.15.**TP will be will be responsible for certifying the lab setup as per the norms and specification of PSSCIVE/SSC as per the guidelines decided by the State and NSDC/SSC, if entrusted with this activity.

5. Eligible Bidders

- **5.1.** Any legal entity such as company, societies, trusts, partnership firms etc. registered or incorporated in India would be eligible to participate in the bid. Supporting documents to be submitted as mentioned in clause 8.5.
- **5.2.** The entity must be in existence for more than 2 years as on date of publication of this RFQ.
- **5.3.** The Bidder must have prior experience in conducting vocational training courses and should meet either of the following criteria:
 - a. PBSSD empaneled Training Providers
 - b. NSDC funded/affiliated training partners with operations in West Bengal
 - c. Sector Skill Councils affiliated Training Providers with operations in West Bengal
 - d. Private Training Provider operating an ITI/Polytechnic. In case a Private Training Partner operating a Govt. ITI in West Bengal happens to be a consortium, then the lead member must be in operation for the last 2 years and the financial statements of last 3 years of the lead member would be considered. However the training capability of all the consortium members would be considered.
 - e. Other Training Providers in the field of Skill Development, empaneled with State Government and GOI Departments/Ministries.

6. Earnest Money Deposit

- 6.1. Every applicant participating in this RFQ must furnish an Earnest Money Deposit of (EMD) INR 1,00,000 (Indian Rupees One Lakh only).
- **6.2.** EMDs would need to be paid online in accordance to the notification issued by the Finance Department of GoWB as per Annexure 18.7.
- **6.3.** The EMD taken from the applicant will be liable for forfeiture in the following cases:
 - a. When the applicant refuses to sign the service agreement after issuance of Letter of Intent
 - b. When the applicant withdraws or modifies his proposal after opening of proposals.
 - c. Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined in this RFP.

7. Technical Proposal

7.1. The following details would need to be furnished as a part of the technical proposal. Refer to Annexure 18.3 for the response formats

S.No	Evaluation Parameters	Explanation of Terms and Details to be submitted	Marks Range	Max Mark s
1.	Financial Capability The Bidder should have an average annual turnover/receipts of INR 20 Lakhs from conducting training and skill development programs (TVET) during the last three years. Marks would not be awarded for turnover from other than training activities.	 Audited P&L / Income Statements for the years FY 2017-18, FY 2016-17 & FY 2015-16 need to be submitted. Audited Balance Sheet (along with CA certificate clearly indicating turnover from training and skill development activities leading to employment (TVET) and Net Worth) for the years FY 2017- 18, FY 2016-17 & FY 2015-16 need to be submitted. 	 For average Turnover less than INR 20 lakhs no marks will be awarded For Average Turnover of INR 20 Lakhs 7 marks will awarded. For every additional INR 20 Lakhs 0.5 marks will be awarded subject to a cap on total marks of 10. 	10
2.	Operation Capability The Bidder would be awarded marks on the number of trainers/teachers recruited in the payrolls of the bidder for TVET operations from April 2014 .	 Offer Letters and pay slip of the last available month should be submitted as proof documents. The pay slip month would be considered as the last working month of the particular individual with the bidding entity and marks would be awarded accordingly. 	 For less than 60 teachers/trainers no marks would be awarded For 60 trainers/teachers 7 marks would be awarded. For every additional 5 Teachers/Trainers 0.5 marks would be awarded subject to a cap of total marks of 10. 	10
3.	Training Capability	Self-certifying copy by the authorized person	• For each sector less than 1000 candidates trained	

S.No Evaluat Paramet		Explanation of Terms and Details to be submitted	Marks Range	Max Mark s
The Bidder be awarded on the total number of candidates trained in ea the propose sector from 2014 .	marks ach of ed	mentioning the number of candidates trained in the proposed sector(s) along with month/year of completion would be required	 no marks would be awarded For each sector 1000 candidates 7 marks would be awarded. For additional 500 candidates trained in each sector 0.5 marks would be awarded subject to a cap of 10 marks 	10
4. Placement Capability The Bidder be awarded on the total number of candidates p in the each o proposed se from April	marks placed of the ector	the authorized person mentioning the number of candidates placed in the proposed sector(s) along with company placed and month/year of placement would be required.	 For each sector less than 500 candidates placed no marks would be awarded For each sector 500 candidates placed 7 marks would be awarded. For additional 750 candidates placed in each sector 0.5 marks would be awarded subject to a cap of 10 marks 	10

S.No Evaluation Parameters	Explanation of Terms and Details to be submitted	Marks Range	Max Mark s
5. Presence in West Bengal The Bidder would be awarded marks based on the number of government ITIs being operated on PPP model, training centers affiliated by PBSSD/NSDC and private ITIs or Polytechnics operated in West Bengal that have been duly affiliated by NCVT and AICTE respectively.	 For ITI TP operator, the Bidder would need to provide a copy of the Concession Agreement. For PBSSD empaneled Training Centers, the bidder would need to provide the contract agreement. For private ITIs and Polytechnics, affiliation certificate from NCVT/AICTE would be required NSDC affiliation certificate for 2017-18 / 2018-19 would be required 	 For every Government ITI being operated in PPP model 1 mark would be awarded. For every private ITI and Polytechnic being operated 2 marks would be awarded. For every PBSSD/NSDC empaneled training center 0.25 marks would be operated. Maximum marks to be awarded is 10. Bidders operating multiple institutions of different kinds would be awarded marks with a cap of 10. 	10
Tota	Marks		50

8. Submission of the Proposal

- **8.1.** The Proposal must be submitted online at the web portal <u>www.wbtenders.gov.in</u> with the help of a digital signature certificate and shall comprise of all scanned pdf documents as per the formats enclosed in Annexure 18.2 till Annexure 18.6.
- 8.2. In preparing the Proposal, the Applicant is expected to examine the RFQ in detail. A copy of the RFQ should be uploaded in pdf format in "Copy of RFQ" sub-folder (as mentioned in clause 8.5.c) along with a Digital Signature Certificate which would ensure that the bidder has read and accepted all the terms and conditions mentioned in this RFQ. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- **8.3.** The Applicant/Bidder would need to provide a **Power of Attorney** as per Annexure 18.6.
- **8.4.** The Applicants shall bear all costs associated with the preparation and submission of the proposal, and DVET shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. DVET is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the bidding, without thereby incurring any liability to the Applicant or assigning any reason thereof.
- **8.5.** An applicant would have to upload the documents for Technical Proposal in <u>www.wbtenders.gov.in</u>. There would be a folder named "Fee/PreQual/Technical" which would consist of 7 sub-folders as mentioned below:

SI. No.	Sub-Folder	Documents to be uploaded
SI. No. a)	Sub-Folder Scanned Annexures	 scanned copy Power of Attorney (Annexure 18.6) scanned copy of the filled up Technical Proposal Format (Annexure 18.3) along with the supporting documents mentioned in clause 7. scanned copy of the Cover Letter (Annexure 18.2) scanned copy of PAN CARD scanned copy of Certificate of Incorporation or Registration Certificate along with legal documents as per entity of the bidder (for eg. Trust Deed, Society Bylaws, MOA/AOA, etc) Copy of NSDC partner certificate, PBSSD agreement, SSC affiliation certificate, Concession Agreement for ITI TP operator, or any other state government
		· ·

SI. No.	Sub-Folder	Documents to be uploaded
		- scanned copy of Income Tax Returns for the last
		three consecutive years, FY 17-18, FY16-17, FY 15-
		16.
b)	Copy of RFQ	- Copy of this RFQ in pdf format along with a Digital
		Signature Certificate as a token of acceptance
		thereof.
c)		- Audited P&L / Income Statements for the years
	Financial Capability	FY 17-18, FY16-17, FY 15- 16.
		 Audited Balance Sheet for the years FY 17-18,
		FY16-17, FY 15- 16.
		- CA certificate as per Annexure 18.5
d)		- All proof documents as per Clause 7.1.2 to be
	Operation Capability	submitted.
e)		- Self-certified copy by the authorized person
	Training Capability	mentioning the number of candidates trained in the
		proposed sector(s) along with month/year of
		completion would be required as per the format
		provided in Annexure 18.3.5
f)		- Self-certifying copy by the authorized person
		mentioning the number of candidates placed in the
	Discoment Conshility	proposed sector(s) along with names of trainees,
	Placement Capability	company placed and month/year of placement
		would be required as per the format provided in Annexure 18.3.6
g)		- Self-certified copy by the authorized person
	Presence in West	mentioning the number of institutions operated by
	Presence in West Bengal	the Bidder as per format provided in Annexure
	Dongai	18.3.7. All proof documents as per Clause 7.1.5 to be submitted.

Note:

 All the documents in a sub-folder should be merged in one pdf file with the name format as <applicant name>_<sub-folder name> and the documents would be scanned in Grayscale/Color at 100 – 150 dpi. E.g. For applicant "ABCD" the documents mentioned in clause 8.5.d would be uploaded in "Financial Capability" as a merged pdf file and be named as "ABCD_Financial_Capability".

- ii. Absence of any document may lead to cancellation of the bid.
- iii. The original Power of Attorney should be delivered in hard copy to Director, Directorate of Vocational Education & Training (DVET), Technical Education, Training & Skill Development Department, Govt. of West Bengal, Karigori Bhaban 2nd Floor, B/7, Action Area - III, Newtown, Rajarhat, Kolkata – 700 160

9. Evaluation of the Proposal

- **9.1.** The Technical proposals of all eligible bidders would be opened on the date as specified in Schedule of Activities. The applicants are not permitted to alter or modify their Proposal in any way once the documents have been uploaded.
- **9.2.** While evaluating the Technical Proposal, DVET will conduct the evaluation of the details provided in the submitted proposal on the basis of the evaluation methodology mentioned in clause 7.1 of this RFQ document. The evaluation would be carried out for each proposed sector separately.
- **9.3.** Each bidder's technical evaluation score would be mailed across in the email id provided for the point of contact. A period of 2 days would be given when a bidder may point out any errors in the transcription/calculation of their individual technical score through an email.
- **9.4.** All queries received by the date as mentioned in Schedule of Activities would be attended and intimated to each bidder. The final list of the technical scores would be uploaded by the date as mentioned in Schedule of Activities.
- 9.5. The Bidders securing 40 marks and above would be categorized as Group-A Training Providers. The Bidders securing 25 marks and above but below 40 marks would be categorized as Group-B Training Providers. Bidders securing less than 25 marks would be disqualified.
- **9.6.** All Group-A Training Providers would be called for a **technical presentation** for further evaluations by the DVET to understand the Approach & Methodology along with the preparedness of the Bidder to implement the CSS-VHSE scheme at the schools. The schedule and format for the technical presentation would be communicated to the concerned training provider post publishing of the list of Group-A Training Providers.
- 9.7. The marks for the technical proposal (out of 50) would be given 70% weightage and the marks for the technical presentation (out of 50) would be given 30% weightage. So the total marks would be calculated based on 70:30 weightage.
 As for example; if any training provider has scored X in technical proposal and Y in technical presentation then the total marks would be calculated as:→ 0.7*X+ 0.3*Y
- **9.8.** In case of an instance where the final score of two or more applicants are same, the following method would be adopted to break the tie:

i) Total actual score (out of 50) obtained during the evaluation of the Technical Proposal would be given priority

ii) If the tie still exists, then the following would be given priority as per the sequence given until the tie gets eliminated;

- a. Scores in Training Capability as per clause 7.1 point 3
- b. Scores in Placement Capability as per clause no. 7.1 point 4

- c. Scores in Operational Capability as per clause no. 7.1 point 2
- d. Scores in Financial Capability as per Clause no. 7.1 point 1
- e. Scores for Presence in West Bengal as per clause no. 7.1 point 5
- **9.9. Group-B Training Providers** would only be reached out for the technical presentation round in case of any shortfall of sector specific Training Provider from the Group-A list.
- **9.10.** The Final List of shortlisted Training Providers would be communicated post evaluation of the presentations of all the concerned Training Providers. A Training Provider would be eligible to operate only one sector in a particular school. The schools would be offered accordingly.

10. Signing of the Agreement

- **10.1.** On being shortlisted as the sector specific Training Partner (TP), a Letter of Intent (LoI) would be sent across to the TP along with a draft Tripartite Agreement.
- **10.2.** The TP would need to sign and return the LoI within 7 days from the day of receipt which would be regarded as the Letter of Acceptance (LoA). In addition the TP would also need to fill 3 copies of the Tripartite Agreement and submit to the DVET on a stamp paper of INR 100, as well as submit the Performance Bank Guarantee as per clause 11 in the prescribed format at Annexure 18.4 within 7 days from the day of receipt of the LoI.
- **10.3.** Failure in adhering to the timelines as mentioned above may result in the cancellation of the bid and forfeiture of the Earnest Money Deposit.

11. Performance Bank Guarantee, Penalty and Liquidated damages

- 11.1. Shortlisted Training Providers would need to provide a performance bank guarantee of an amount of INR 1,00,000 (Indian Rupees 1 Lakh only) per school to a maximum of 10 lakhs post receipt of LoI as per the format provided in Annexure 18.4
- **11.2.** The Performance Bank Guarantee shall be from a scheduled commercial bank drawn in favour of Director of Vocational Education & Training, West Bengal payable at Kolkata.
- **11.3.** This Guarantee shall be irrevocable and remain in full force for a period of 4 years 6 months from the date of signing of the agreement and shall continue to be enforceable till all obligations under the agreement have been full filled.
- **11.4.** Performance Bank Guarantee shall be forfeited in the following cases unless decided otherwise by DVET:
 - **a.** When any terms and conditions of the Agreement are breached.
 - **b.** When the TP fails to provide the services as specified in the Agreement.

c. Notice will be given to the TP with reasonable time before Performance Bank Guarantee is forfeited.

11.5 Exit Clause

A TP may express its desire in writing to terminate the agreement post the completion of the 2 years' Lock-In period. The termination would be school specific. A notice period of 3 months would be required by the DVET to process the termination request.

12. Breach of Agreement

- **12.1.**DVET will consider the agreement to be breached in case of any of the following. This list is an indicative list and not exhaustive in nature. The final judgment for a breach of agreement shall lie with the DVET:
 - a. If classes do not commence as per the scheduled date communicated by the DVET due to reasons pertaining to the Training Provider.
 - b. It is reported by the SSC coordinator or the Headmaster of the school that the classes as scheduled are not functioning due to the lack of trainers.
 - c. If it is noted by the DVET that the TP coordinator continuously fails to perform their roles and responsibilities even after receiving 3 warnings from the office of the DVET.
 - d. If there are multiple occasions when the TP fails to execute its roles and responsibilities even after being notified by the DVET for more than 3 such occasions.
 - e. If the TP or any of its members uses any unfair means or practice which is against the ethics of the school and/or is determined to be disciplinary in nature by the DVET.
 - f. If the TP becomes bankrupt or otherwise insolvent.
- **12.2.** In case a breach of agreement is established then DVET may, without prejudice to any other remedy for Breach of Agreement, by a written notice send to the TP intimating to terminate the Agreement in whole or in part.
- **12.3.** A cure period of not more than 30 days would be given to the TP to rectify the breach. Even in case the TP would have been notified about termination in mid-session, termination would only take place at the end of a session or till the time when DVET finds a replacement for the TP, whichever is earlier.
- **12.4.** DVET would suspend all payments to the TP hereunder if the TP shall be in a breach of agreement.

12.5. TPs would be liable to pay damages to DVET in case of a breach of agreement is established by the DVET. The damages would be calculated based on the number of years left in the agreement from the time the breach of agreement was established. For the purpose of calculation it has been estimated that for every year left in the period of agreement, an amount of INR 30,000 would be forfeited per school. It would be calculated on a pro-rata basis in case the termination takes place before the conclusion of the academic session. For e.g., if a breach is determined when there are 2 years and 6

months left in the agreement period then an amount of 75,000 would be held as damages to be recovered from the TP per school (30,000 per year and 15,000 for the period of 6 months).

13. Termination of Agreement

- **13.1.** DVET by a written notice of at least 30 days sent to the TP, may terminate the Agreement, in whole or in part, at any time due to breach of agreement or for its convenience.
- **13.2.** The Notice of termination shall specify that termination is for Breach of Agreement or DVET's convenience the extent to which performance of the selected TP under the Agreement is terminated, and the date upon which such termination becomes effective.
- **13.3.** Depending on merits of the case the selected Applicant's Performance Bank Guarantee may or may be forfeited in part or whole as deemed right by the DVET.

14. Other Terms and Conditions

- **14.1.** The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata, West Bengal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.
- **14.2.** The DVET in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/ or partially accept and/ or cancel a particular bid/bidder or the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto and would reserve the right to partially allot the groups
 - b. consult with any bidder in order to receive clarification or further information
 - c. retain any information and/ or evidence submitted to the DIT, WB by, on behalf of, and/ or in relation to any bidder

- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.
- **14.3.** No right shall accrue in favor of the Selected Bidder; till announcement of selected training provider is made in favor of such bidder and the bidder is otherwise not in breach of any of the terms and conditions herein contained.
- **14.4.** A bidder shall abide by the following conditions. Failure to do so may lead to disqualification of bidder and forfeiture of the EMD.
 - a. A bidder shall submit only one bid either singularly and **NOT as part of a** consortium.
 - b. The DVET reserves its right to waive non-substantial deviations without being bound to do so.
 - c. The bidding documents including this RFP and all attached documents are and shall remain the property of DVET and are transmitted to the bidders solely for the purpose of preparation and the submission of a bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid.
- **14.5** A bidder shall not have a "**conflict of interest**" with another bidder that affects the bidding process. All bidders so found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DVET shall forfeit and appropriate the EMD of all such bidders. Without limiting the generality of the above, a bidder shall be considered to have a Conflict of Interest with another bidder that affects the bidding process, if
 - the bidder, its member or associate (or any constituent thereof) and any other а. bidder, its member or associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a bidder, its member or an associate thereof (or any shareholder thereof having a shareholding of more than 5% [five per cent] of the paid up and subscribed share capital of such bidder, member or associate, as the case may be), in the other bidder(s), its member or associate is less than 5% (five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause

(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- b. a constituent of such a bidder is also a constituent of another bidder; or
- c. such bidder, its member or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, its member or associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or associate; or
 - d. such bidder has the same legal representative as any other bidder; or
 - e. such bidder or any associate thereof has a relationship with another bidder or any associate thereof, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the bid of either or each of the other bidder; or
 - f. Such bidder has participated as a consultant to the DVET in the preparation of any documents, design or technical specifications of the Project.
- **14.6** The Bidder's Proposal must remain valid for at least **180 days** after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- **14.7** During this period, the Bidder shall maintain its original Proposal without any change.
- **14.8** In exceptional circumstances, prior to the expiration of the proposal validity period, DVET may request Applicants to extend the period of validity of their Proposals. The EMD shall also be extended for a corresponding period. An Applicant may refuse the request without forfeiting its EMD. An Applicant granting the request shall not be required or permitted to modify its Proposal. The request and the responses shall be made in writing.
- **14.9** Renewal of the agreement would be based on a favorable assessment on the performance of the TP by DVET.
- **14.10** In case of a certain TP being replaced by another TP due to termination of agreement or any other reason, the existing TP would have to ensure a smooth transition to the newly appointed TP so that the training process for the existing batches continues uninterrupted. The whole process will be monitored by DVET. In case of any anomaly DVET reserves the right to impose penalties to be deducted from the Performance Bank Guarantee of the existing TP.

14.11 The TP would not have any ownership of the assets being used in the implementation of the scheme. Also, in case of any damage to the assets being used for implementation of the scheme is determined to be due to the negligence of the TP or its associates, then the DVET may compensate the losses from the performance bank guarantee of the TP.

15. Force Majeure

- **15.1.** For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies
- **15.2.** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- **15.3.** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder and DVET will decide the eventuality of Force Majeure which will be binding on both the parties.
- **15.4.** The failure of a Party to fulfill any of its obligations during Force Majeure shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement
- 15.5. Measure to be taken:
 - a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay
 - b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
 - c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure

- **15.6. Extension of Time**: Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- **15.7. Payments**: No payment shall be made during the period of TP's inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure
- **15.8. Consultation**: Not later than thirty (30) days after the TP has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall

consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

16. Dispute Resolution

- **16.1.** Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of the agreement, the aggrieved party shall issue a written notice.
- **16.2.** In case of an Arbitration the following will apply:
 - a. In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Client and other appointed by the TP and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Kolkata and following are agreed.
 - b. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under the Agreement.

17. Proactive Disclosure of Information under section 4 of RTI Act, 2005

17.1. DVET may proactively disclose any information provided by the Private Training Providers as part of this bid, to the public at regular intervals through various means of communication including internet, in line with the guidelines on suo moto disclosure under Section 4 of the RTI Act.

N.B. Clause No. 2.3 , 4.4, 4.11 and 4.13 are under process of revision subjected to the approval from Finance Department.

18. Annexures

18.1.

List of schools mapped with sectors

The list of schools with sectors may be availed from the office of the DVET on request.

18.2. Cover Letter

(On the letterhead of the Training Partner)

Date:

Τo,

The Director of Vocational Education and Training, Department of Technical Education, Training & Skill Development Government of West Bengal, Karigari Bhawan, Rajarhat 2nd Floor, B/7, Action Area - III, Newtown Rajarhat, Kolkata – 700 160

Sub: Response to repeat RFQ for Implementing Vocational Education in 197 Government Aided/Sponsored Sector Schools in State Of West Bengal

Dear Sir,

- 1. With reference to your RFQ document dated **, 2018** we, have examined the repeat RFQ document and understood its contents and hereby submit our application for the aforesaid Project. The application is unconditional.
- 2. We acknowledge that DVET, WB will be relying on the information provided in the application and the documents accompanying the application for selection, and we certify that all information provided herein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the application are true copies of their respective originals.
- 3. We shall make available to DVET, WB any additional information it may find necessary or require to supplement or authenticate the application.
- 4. We acknowledge the right of the DVET, WB to reject our application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.
- 5. We declare that:
 - a) We have examined and have no reservations to the application documents, and accept the same including any addendum issued by the Department
 - b) We do not have any conflict of interest in accordance with this document
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for qualification issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State

- 6. We understand that you may cancel the process at any time and that you are neither bound to accept any application that you may receive nor to invite the applicants to apply for the Project, without incurring any liability to the applicants.
- 7. We undertake that in case of any change in facts or circumstances during the application process, we are attracted by the provisions of disqualification in terms of this repeat RFQ and shall intimate the Department of the same immediately.
- 8. We acknowledge that our _____(name of company), being a (company/trust/ partnership firm/society) is qualified on the basis of Qualification required as per the RFQ.
- 9. We hereby irrevocably waive any right which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the DVET, WB in connection with the selection of the applicant, or in connection with the selection/ application process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 10. We have studied all the application documents carefully. We agree that we shall have no claim arising out of any documents or information provided to us by the DVET, WB or in respect of any matter arising out of or relating to the bidding process.
- 11. We agree and understand that the selection is subject to the provisions of the application documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our application is rejected or not opened.
- 12. We shall keep this offer valid for 180 (one hundred eighty) days from the application due date specified in the RFQ.
- 13. We agree and undertake to abide by all the terms and conditions of the RFQ.

Yours faithfully,

Date: (Signature, name and designation of the authorized signatory)

Place: (Name and seal of the bidder/lead member)

18.3. Technical Proposal Format

All the fields should be duly filled up and if any of the field is not applicable then "NA" should be typed in that field. All the supporting documents should be included as and where mentioned.

1. Training Partner Details

Name of Organization	
Address of the corporate headquarters	
Type of Entity (society,trust,etc;)	
Date of Incorporation and/or commencement of business	

2. Details of individual(s) who will serve as the point of contact/ communication for the bidder

Name	
Designation	
Address	
Telephone No.	
Email Address	
Fax No.	

3. Particulars of the authorized signatory of the bidder

Name	
Designation	
Address	
Telephone No.	

Email Address	
Fax No.	

4. Proposed Sectors

a. b. c.

5. <u>Training Capability</u>

Sector Specific (Provide Training Data for the proposed sectors only as mentioned in 4a 4b and 4c)

SI. No.	Sector	No. of Trainees	Training Start date	Training End date	Scheme
	Total				

6. Placement Capability

Sector Specific (Provide Placement Data for the proposed sectors only as mentioned in 4a 4b and 4c)

SI. No.	Sector	Total Students placed	Placement Company	Month/Year of placement
	Total			

7. Operation in West Bengal

Provide the details of the operations in West Bengal in the format below:

Type of Operator	No. of Institutions / training centers in West Bengal	Postal address	Year of establishment of the center	Date of Affiliation / Signing of the agreement
Total				

8. No. of trainers recruited on payrolls as on 30.06.2018

Name of trainer/ teacher	Sector Specification	Year of Recrui tment	Remuneration	Contact Details
Total				
TOTAL				

18.4.Format of Performance Bank Guarantee (PBG)

(To be executed on stamp paper of INR 100 value) B.G. No.

Dated:

To, The Director of Vocational Education and Training, Department of Technical Education, Training & Skill Development Government of West Bengal, Karigari Bhawan, Rajarhat, 2nd Floor, B/7, Action Area - III, Newtown, Rajarhat, Kolkata – 700 160

In consideration of the Project Director, Directorate of Vocational Education and Training, having its office at Karigori Bhaban, 2nd Floor B/7 Action Area III New Town, Rajarhat, Kolkata - 700160 (hereinafter referred to as the "DVET", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to the issued, letter of intimation of award of contract ("LOI") in favour of a Company registered under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "Bidder/applicant", which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for "Selection of Private Training Provider for Implementing Vocational Education in ____ Government Schools under CSS-VHSE scheme of NSQF in West Bengal" (hereinafter referred to as the "Project") pursuant to the RFP document dated _ issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office and one of its branches at at _____(hereinafter referred to as the "Bank"), at the request of the Bidder/applicant, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Bidder/applicant as contained in the RFP document and unconditionally and irrevocably undertake to pay forthwith to DVET an amount of INR (Indian Rupees Only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder/applicant if the Bidder/applicant shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed in terms of the RFP document.

1. Any such written demand made by DVET stating that the Bidder/applicant is in default of the due and faithful fulfillment and performance of the obligations of the Bidder/applicant contained in the RFP Document shall be final, conclusive and binding on the Bank.

- 2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder/applicant or any other person and irrespective of whether the claim of DVET is disputed by the Bidder/applicant or not merely on the first demand from DVET stating that the amount claimed is due to DVET by reason of failure of the Bidder/applicant to fulfill and perform its obligations contained in the RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding............ *(first invoice amount)*.
- 3. This Guarantee shall be irrevocable and remain in full force for a period of **4 years** and 6 months as may be mutually agreed between DVET and the Bidder/applicant, and agreed to by the Bank, and shall continue to be enforceable till all obligations under the agreement have been full filled.
- 4. We, the Bank, further agree that DVET shall be the sole judge to decide as to whether the Bidder/applicant is in default of due and faithful fulfillment and performance of its obligations contained in the RFP Document and the decision of DVET that the Bidder/applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between DVET and the Bidder/applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/applicant or the Bank or any absorption, merger or amalgamation of the Bidder/applicant or the Bank with any other person.
- 6. In order to give full effect to this Guarantee, DVET shall be entitled to treat the Bank as the principal debtor. DVET shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder/applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder/applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to DVET, and the Bank shall not be released from its liability under these presents by any exercise by DVET of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder/applicant or any other forbearance, act or omission on the part of DVET or any indulgence by DVET to the said Bidder/applicant or by any change in the constitution of DVET or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which

under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 8. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
- 9. It shall not be necessary for DVET to proceed against the said Bidder/applicant before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which DVET may have obtained from the said Bidder/applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 10. We, the Bank, further undertake not to revoke this Guarantee during its current tenure except with the previous express consent of the Department in writing.
- 11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____Bank

By the hand of Mr./Ms_____, its_____and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

18.5. **Format of CA Certificate**

(To be submitted on letter head of the CA duly stamped and signed along with CA membership no.)

Τo,

The Director of Vocational Education and Training,

Department of Technical Education, Training & Skill Development

Government of West Bengal,

Karigari Bhawan, Rajarhat,

2nd Floor, B/7, Action Area - III, Newtown, Rajarhat, Kolkata – 700 160

CERTIFICATE

(Name of organization) for the

This is to certify that the Annual Turnover of_____ years 2017-18, 2016-17 & 2015-16 are mentioned below:

FY	Annual Turnover (in Crores)
2017-18	
2016-17	
2015-16	

This is to also certify that the Net Worth of ______(Name of organization) in the last three financial years for the years 2017-18, 2016-17 & 2015-16 are mentioned below:

FY	Net Worth (in Crores)
2017-18	
2016-17	
2015-16	

(Signature and office Seal with CA Membership no.)

18.6. Power of Attorney

(To be executed on stamp paper of INR 100 value)

Know all men by these presents, We,_____ (name of the organization and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ _____ son/ daughter/ wife of Ms. Mr. _, and presently residing at____ _____, who is presently employed with us and holding the position of ______, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid response for the 'Selection of Private Training Provider for Implementing Vocational Education in ____ Government Schools under CSS-VHSE scheme of NSQF in West Bengal' (the "Project") proposed by Directorate of Vocational Education and Training (DVET), Government of West Bengal, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information /responses to DVET, representing us in all matters before the DVET, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the DVET in all matters in connection with or relating to or arising out of our bid for the said Project.

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

IN WITNESS WHEREOF WE,	_, THE ABOVE NA	MED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS	DAY OF	, 20**.

For_____

(Signature, name, designation and address)

Witnesses:

- 1. (Name & Signature)
- 2. (Name & Signature)

Accepted

[Notarized]

(Signature) (Name, Title and Address of the Attorney)

Notes:

• The mode of execution of the Power of Attorney should be in accordance with the applicable laws.

Wherever required, the bidder/applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders or any other resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder/applicant

EMD online Gateway Finance Department Notification

Government of West Bengal Finance Department Audit Branch

No. 3975-F(Y)

Dated, 28th July, 2016

MEMORANDUM

Sub: Online receipt and refund of EMD of e-procurement through State Government e- procurement portal

The State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement.

Now, in cancellation of this Department Memorandum No. 1526-F(Y) dated 18.03.2014, the Governor is pleased to prescribe the following procedure to be adopted for deposit of EMD / Bid Security related to e- procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and Local Bodies, PRIs, etc

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRIs, etc shall login to the e-Procurement portal of the Government of West Bengal <u>https://wbtenders.gov.in</u> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payments modes:
 - Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

2. Payment procedure:

- a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:
 - i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
 - Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
 - iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
 - iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT:

- On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- iii. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv. If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- V. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

3. Refund/Settlement Process:

- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L_1 and L_2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L_2 bidder should not be rejected till the LOI process is successful.
- iv. If the L₁ bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L₂ bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L₁ bidder is uploaded to the e-Procurement portal by the tender inviting authority.

- v. As soon as the L_1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal
 - a) EMD of the L₁ bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L₁ bidder.
 - b) EMD of the L₁ bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L₁ bidder.

In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

- vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.
- vii. Once the EMD of the L₁ bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.
- viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

4. Accounting and Monitoring Process:

- i. The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of transactions on daily basis.
- ii. The Tender Inviting Authority of the Government Offices/PSUs/ Autonomous Bodies/Local Bodies/PRIs, etc will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.
- iii. The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders' accounts, as applicable by using user access as provided by NIC.
- The details of NIC E-Procurement Help Desk and toll free numbers of ICICI Bank are given in annexure.

The system will become effective from 01/08/2016 and can be used by any Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. with effect from that date. However, with effect from 01/09/2016, all the EMD/Tender fees in respect of e-tender of all State Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will mandatorily be received and refunds/settlements made as per the procedure stateg above.

(P A Siddiqui

Secretary to the Government of West Bengal Finance Department

No. 3975/1(500)-F(Y)

Copy forwarded for information and necessary action to:

- Principal Accountant General (A&E), West Bengal, Treasury Buildings, 2, Govt. Place (West), Kolkata-700 001.
- Principal Accountant General (Audit), West Bengal, Treasury Buildings, 2, Govt. Place (West), Kolkata-700 001.
- Principal Accountant General (RW & LBA), West Bengal, CGO Complex, 3rd MSO Building, 5th Floor, Block DF, Sector I, Salt Lake, Kolkata – 700064.
- Additional Chief Secretary / Principal Secretary / Secretary, Department, with the request to circulate this Order to all subordinate offices, PSUs, Local Bodies, Autonomous Bodies, PRIs under their control.
 Commissioner, Division.
- 6. District Magistrate / District Judge / Superintendent of Police, _____
- 7. Financial Advisor, _____ Department, Government of West Bengal.
- Sri Sumit Mitra, Network Administrator, Finance (Budget) Department, for uploading this Order in the Finance Department website.
 - SIO & Director General, National Informatics Centre (NIC), West Bengal, Bidyut Bhavan, Salt Lake, Kolkata-700091.
 - 10. Assistant General Manager, PAD, RBI, Kolkata-700001.
 - 11. Sri Saptarshi Chandra, Chief Manager, Government Banking Group, WB, ICICI Bank Limited, 3A, Gurusaday Road, Kolkata – 700019.
 - Director of Treasuries & Accounts, West Bengal, Mitra Building, 8, Lyons Range, 3rd Floor, Kolkata - 700 001.
 - 13. Sub-Divisional Officer, ____
 - 14. Pay & Accounts Officer, Kolkata Pay & Accounts Office -I, 81/2/2, Phears Lane, Kolkata 700012.
 - Pay & Accounts Officer, Kolkata Pay & Accounts Office-II, P-I, Hyde Lane, Kolkata -700 012.
 - Pay & Accounts Officer, Kolkata Pay & Accounts Office -III, IB Market, 1st Floor, Salt Lake, Sector -III, Kolkata - 700106.
 - 17. Treasury Officer, _
- 18. _____ Branch / Group _____, Finance Department.

29/07/ Assistant Secretary to the

Government of West Bengal

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