



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF TECHNICAL EDUCATION, TRAINING & SKILL DEVELOPMENT

**INVITATION OF
REQUEST FOR PROPOSAL
FOR**

**SELECTION OF AGENCY FOR PROVIDING INSTRUCTING PERSONNEL FOR TET&SD
DEPARTMENT TO THE GOVERNMENT OF WEST BENGAL**

Directorate of Industrial Training
**DEPARTMENT OF TECHNICAL EDUCATION, TRAINING & SKILL
DEVELOPMENT GOVT. OF WEST BENGAL**
Karigari Bhawan, B/7, Action Area-III (2nd Floor), New Town, Rajarhat, Kolkata-700160.

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Website: <http://www.wbtetsd.gov.in>

Notice Inviting e-TENDER NO: **DITWB/ eNIT / 2024-25**

Memo No.:-RFP for Instructing Personnel /2024-25/ 1101 dated. 30/ 01/ 2025

1. Disclaimer:

All information contained in this tender document provided/ clarified are in the good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party. Though adequate care has been taken in this tender document, the interested Bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office in Pre-bid meeting in writing. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the tender document is complete in all respects and Bidders submitting their proposal are satisfied that the tender document is complete in all respects.

Department of Technical Education, Training & Skill Development, West Bengal reserves the right to reject any or all of the proposals submitted in response to this tender document at any stage without assigning any reasons whatsoever. Department also reserves right to withhold or withdraw the process at any stage with intimation through department's portal. Department reserves the right to change/ modify/ amend any or all of the provisions of this tender document without assigning any reason. Any such change would be posted it on <https://wbtenders.gov.in> and/or on the departmental <http://www.wbtetsd.gov.in>. Neither the department nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the assignment, the information and any other information supplied by or on behalf of the department or their employees or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of tender process is confidential to Department and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Contents

1. Disclaimer
2. Bid data Sheet
3. Scope of Work
4. Resource Qualification & Experience
5. Roles of Agency (Training Provider)
 - 5.1. Instructing Personnel Development.
 - 5.2. Training Development
6. Financial Provision.
7. Instruction to the bidders
 - 7.1 Availability of Tender Documents
 - 7.2 Eligibility of Bidders
8. Completeness of bid documents
9. Earnest Money Deposit.
10. Technical Provision.
11. Submission of Bid Documents
12. Documents for Bid Proposals
13. Tender Validity
14. Interpretation of the clause of RFP
15. Amendment in tender Document
16. Evaluation of Proposal.
17. Financial evaluation of Bid.
18. Unsatisfactory performance
19. Conflict of interest
20. Right to termination
21. Performance obligations
22. Corrupt/ fraudulent practice
23. Signing of Contract
24. Confidentialities
25. Performance Bank Guarantee (PBG)
26. Prime responsibilities of the bidders
27. MIS provisions
28. Valid credential of Manpower
29. Contract period
30. Deployment of Manpower
31. Replacement of deployed manpower
32. Mishap and injury to manpower
33. Replacing of Manpower
34. Reporting of Bidder
35. Sub-letting/ Sub Contracting
36. Payment procedure
37. Legal Jurisdiction
38. Indemnity
39. Force Majeure

Annexure A- Covering letter for proposal submission

Annexure B- Agency Information

Annexure C- Authorization

Annexure D- checklist for Bid Submission

Annexure E- Declaration for Not Blacklisted

Annexure F- Declaration for Not Bankrupted

Annexure G- Technical proposal Format

2. BID DATA SHEET

| | | |
|-------|---|---|
| i. | Name of the client | Director, Directorate of Industrial Training, Department of Technical Education, Training & Skill Development, Government of West Bengal (in short the “DIT, WB”) |
| ii. | Address for correspondence | Director of Industrial Training Technical Education & Training Department KarigoriBhaban, Govt. of West Bengal 2 nd Floor, B/7, Action Area - III, Newtown Rajarhat, Kolkata – 700 160 Phone: 033-2324 5621 Email: sdwestbengal.pb@gmail.com |
| iii. | e-Procurement Website | https://wbtenders.gov.in |
| v. | Pre-bid Conference Date, Time and venue | Date: 05-02-2025 Time: 2.00 pm Office of the Director of Industrial Training, W.B. KarigoriBhaban, 2 nd Floor, B/7, Action Area - III, Newtown, Rajarhat, Kolkata – 700 160 |
| vi. | Email address to send the Pre- bid queries | sdwestbengal.pb@gmail.com |
| xi. | Application Fees | Rs 1,000/- (Rs. One Thousand only) |
| xii. | Earnest Money Deposit | Rs 1,00,000/- (Rs. One Lakh only) |
| xiii. | Performance Bank Guarantee (PBG) | 3% of total contract value as PBG |
| xiv. | Method of communication with bidders | Clarifications, RFP, minutes of the pre-bid meeting, corrigendum and addendums, documents can be downloaded from the website https://wbtenders.gov.in |
| xv. | Method of submission of Proposal and opening etc | Submissions of bids and opening of bids will be through website https://wbtenders.gov.in only. |
| xvi. | Validity of Bids | Minimum 365 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any) |
| xvii. | Tentative Contract Period | One year (To be renewed after 1 Year and likely to be extended up to 1 year after the contract period if required) |

| S.No | Milestones | Dates |
|------|--|----------------------|
| 1 | Uploading of RFP (e-Tender) (On line) | 21/02/2025 |
| 2 | Documents download start date (Online) (w.e.f. 5.00 pm) | 21/02/2025 |
| 3 | Bid Submission start date (On line) (w.e.f. 4.00 pm) | 27/02/2025 |
| 4 | Pre-bid Meeting (at 2.00 p.m.) | 27/02/2025 |
| 5 | Uploading of Corrigendum (if any) | 04/03/2025 |
| 6 | Last Date for online Proposal Submission (uploading of documents by 12.00 pm.) | 19/03/2025 |
| 7 | Opening of Technical Bid of the RFP (12.30 pm) | 21/03/2025 |
| 8 | Date of uploading list for Technically Qualified Bidder (Online) | To be notified later |
| 9 | Financial Bid Opening (On line) | To be notified later |

3. SCOPE OF WORK

The primary objective of the Department of TET&SD is to ensure good quality skill training within the state through quality Instructing Personnel. In order to achieve the above objectives and smooth operation of various training related activities under this Department, there is need to deploy qualified, experienced, skilled and competent technical manpower (approximately 132 Nos. for different Trades/Sector) on basis of outsourcing for which Department of Technical Education, Training & Skill development, West Bengal invites online bids from well-established reputed firms for deployment of Qualified Instructing Personnel at different places in West Bengal. Trade/Sector name and place of deployment will be intimated to the bidder who will be awarded the contract.

The main scope of work of selected bidder is to identify, deploy and manage the qualified, experienced, skilled and competent technical manpower spread across various locations of West Bengal during the contract period without any service interruption by the resources. Selected bidder has to provide monthly salary, health, and other benefits along with compliance of all statutory norms applicable for the whole period of contract.

4. Resource (Instructing Personnel) Qualification & experience:

| Name of the Resource | Qualification & Experience | Age Criteria |
|---|--|--|
| Instructing Personnel under TET&SD Department | A. a) Madhyamik examination of West Bengal Board of secondary Education or its equivalent; b) Diploma in Engineering in concerned branch recognized by State council for Technical Education, West Bengal or its equivalent with a minimum of 3 Years post qualification experience in the related field in a reputed industry/ establishment/ training Institute. Or | No upper age limit but should have physically fit. |

| | | |
|---|---|--|
| | <p>National Trade Certificate in concerned trade as a regular trainee with not less than 5 Years post qualification experience in the related field in a reputed industry/ establishment/ training Institute.</p> <p>Or</p> <p>National Apprenticeship Certificate in concerned trade with not less than 4 Years post qualification experience in the related field in a reputed industry/ establishment/ training Institute.</p> <p>c) Ability to impart training in Bengali</p> <p>Or</p> <p>As decided by the Govt. time to time for different initiative under the department</p> | |
| <p>N.B. : (1) The Instructing Personnel preferably be a CITS Certificate Holder OR they will obtain the same through RPL mode within two years after their engagement.</p> <p>(2) A competency text on the Trade subject (both theoretical & Practical) to be taken by the selected Agency (Training Provider) within supervision of the DIT WB Officials prior to engage them as a suitable Instructing Personnel fit for the Courses as detailed in Section 5.1. The DIT, WB reserves the right to reject any Instructing Personnel who does not meet Competency Criteria at its full discretion.</p> | | |

5. Role of Agency (Training Providers)

5.1. Instructing Personnel Deployment

- a. Ownership for recruitment and selection of Instructing Personnel will be with the **Agency (Training Providers)**. The qualification norms of Instructing Personnel should be as per the norms prescribed by the NCVT, GoI Curriculum (Clause 4). The **Agency (Training Providers)** will ensure that the 'best fit' candidates are recruited in accordance with the following guidelines:
- b. **Agency (Training Providers)** will mandatorily place advertisements in at least three 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 Instructing Personnel recruitment process shall be held at least two out of the following locations i.e. Kolkata, Siliguri and Durgapur or online mode as per prevailing circumstances depending on the requirement to ensure maximum participation in the drive. **Agency (Training Providers)** will formally communicate to the DIT to enable support and publicity at least 7 days in advance of the Selection. In case of any exigencies like pandemic etc., online recruitment can be done.
- d. The Recruitment Process of Instructing Personnel would happen in Two primary stages –

Stage I – to assess the Trade competency of the candidate which would include Practical Test (or Technical Interview) and Written Test.

Stage II – to assess the behavioural 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 –

| Trade | Stage I (Domain Competency) = 100 marks | | | Stage II (Qualification & Behavioural Competency) = 100 | | |
|--|---|--------------|---------------------|---|---------------|--------------------|
| | Practical Assessment | Written Test | Technical Interview | Pedagogy Practical (Teaching Competency) | Qualification | Personal Interview |
| For all Engineering and Non Engineering Trades. | 50% | 25% | 25% | 50% | 25% | 25% |

- f. **Agency (Training Providers)** should ensure all Instructing Personnel are Training certified from respective affiliated Institute/ College/ Institute with desired qualification for implementation of the scheme as per NCVT, GoI norms. **Agency (Training Providers)** would submit relevant documents justifying the compliance of Qualification/ Experience certification of each Instructing Personnel. The Agency would be held responsible for the authenticity of the such documents, and would be required to provide a replacement Instructing Personnel if the qualifications are found to be not genuine at any later date.
- g. Technical & Personal Interview Panels will be chaired by the **Agency (Training Providers)** and will consist of a Subject Matter Expert / Appropriate Authority representative and may be monitored / supervised by DIT WB representative.
- h. **Agency (Training Providers)** will collate all feedback and comments from Panel Members before taking the final call to select, reject or place a candidate on hold. The **Agency (Training Providers)** will retain selection sheets for future reference. **Agency (Training Providers)** would also prepare a waitlist of candidates.
- i. **Agency (Training Providers)** would inform DIT WB in writing about the final selection list and wait list of candidates before issuing the Formal letter, along with the supporting documents.
- j. Interim vacancies, as and when occur, would be filled up from waitlisted candidates.
- k. **Agency (Training Providers)** would ensure all paperwork and documentation in respect of candidate qualification, experience, age and any other criteria is complete before issuing the offer letter.
- l. All candidates will be required to secure a minimum of 70% to qualify as a Instructing Personnel. However the qualifying marks may be further reduced to an extent based on the available candidates.
- m. **Agency (Training Providers)** shall recruit and deploy Trade Instructing Personnel in ITIs/ other Establishment under TET&SD Dept. within twenty one (21) days from allocation of place to them, failing which penalty will be imposed on them. However penalty will not be imposed on the TPs if they fail to engage Instructing Personnel for reasons beyond their control. The amount of penalty shall be 1% of the **Management & Monitoring Charges** from each bills for a delay of 1 to 15 days. If the delay is more than 15 days, the penalty shall be added as 1% of the **Management & Monitoring Charges** for every 7 days there on.

- n. Different Leaves including Maternity Leaves of Instructing Personnel lies solely in the discretion of **Agency (Training Providers)** HR policy without hampering the Academic interest of the students.
- o. Engagement of **Agency (Training Providers)** for Supplying of Instructing Personnel is valid for one year. Since the Instructing Personnel will be under payroll of agency under no circumstances they will come under regular establishment.

5.2. Training Delivery

- a) Taking of classes in theory and practical according to the prescribed syllabus and graded exercises;
- b) maintenance of attendance register, progress cards, raw material register, tool and equipment register, manufacturing register and other sectional records in accordance with the instructions;
- c) checking and correcting of theory notes, practical work and journals of trainees;
- d) preparing charts, drawing and other visual aid material for the training;
- e) ensuring that the machines in the section are in good working condition and are properly cleaned at the closing time daily;
- f) requisitioning of tools and raw material required for the training;
- g) ensuring close relationship with the trainees
- h) attending to leave application of trainees; and
- i. any other additional duties assigned by the principal of ITI/
- ii. In giving theoretical training, the Instructor will not depend on the textbooks or his/her old notes. He/ She will prepare lessons for each lecture and use the current technique of teaching as per the instruction material for Instructing Personnel.
- iii. The instructor will check the conditions of tools and equipment in his/her section and will see that the machines are in good working condition before beginning the practical class.

6. Financial Provisions

The Training Providers would be paid the Remuneration of Instructing Personnel and **Management & Monitoring Charges** from the IMC Account/Local Fund of the respective ITIs / other Establishment under TET&SD Dept. as per the guidelines issued by Technical Education, Training & Skill Development Department, Government of West Bengal vide **Order No- I/558941/2024 Dated: 17-09-2024**.

- 6.1 All payments to the Agency (Training Providers) would be made on monthly basis within one month from submission of bills along (subject to availability of fund at Government end) with relevant supporting documents with the Utilization Certificate submitted to the respective ITIs / other Establishment under TET&SD Dept. where faculties will be placed for training in the prescribed format as indicated during the signing of agreement. The Agency (Training Providers) would submit the invoices of their monthly payments within 15th of the next month. In case of inability of the TPs to furnish satisfactory UC in support of the fund release in the previous month, payment will be held up.
- 6.2 Agency would need appoint 1(One) Coordinator at their own cost who would act as point of contact and represent the Agency for coordination, monitoring, training, preparing reports and successful implementation of the program. The TP coordinator will function under the overall supervision of Agency along with DIT WB and shall also keep DDIT/ Principal/ ADIT/ Superintendent/ Head of Office respective ITI/ other Establishment under TET&SD Dept. informed about all relevant aspects on monthly basis. The Agency Coordinator would be required to visit all the ITI/ other Establishment under TET&SD Dept. at least once in a month. They also monitor uniform timely distribution of remuneration, same statutory deductions i.e deducting ESIC, PF &

P.Tax from remuneration of Instructing Personnel may be uniformly maintained throughout all ITIs/ other Establishment under TET&SD Dept. in West Bengal.

- 6.3 The Agency would require to bid in terms of percentage to the amount mentioned to cover the management and monitoring expenses. The bid should cover all additional charges (if any). **The Agency will bid on the Management & Monitoring Charges with an upper cap of 10% and lower cap of 1%.** (The bid shall be considered with two decimal places only- e.g. 00.00%).
- 6.4 It may be mentioned that if the Agency (Training Provider) fails to abide by the submission of Invoices and supporting documents within 15th of the next month, penalty will be imposed for delay in submission of bills @ 1% of the **Management & Monitoring Charges** from 16th to 21st of the following month. Same penalty will be increased @2% for submission of bills from 22nd to 26th of the next month and 3% for submission of bills on 26th to 28th of the next month.

7. Instructions to the Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided regarding submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the tender document.

7.1 Availability of Tender Document:

The Tender document will be available and downloadable on following websites:

- <https://wbtenders.gov.in/>,
- <http://www.wbtetsd.gov.in> (departmental website: only for Information purpose).

7.2 ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

| Sl. NO | Pre-Qualification Criterion |
|--------|--|
| 1. | Any legal entity such as Company, Societies, Trusts, Partnership/ Proprietorship Firms etc. registered in India since last Three (03) years as on the date of submission of this bid. Owner of the Polytechnics, Degree Engineering or General Colleges or University and Private Training Provider operating Govt ITIs running their Institutes for last three (03) years are also eligible for submission of the Bid. N.B. Consortium/ Joint Ventures are not allowed. |
| 2. | The Bidder should have Minimum average annual turnover/ Payment received of Rs.1 Crore (Rs One Crore only) during last 3 financial years (FY 2020-21, FY 2021-22 & FY 2022-23). |
| 3. | The Bidder should have Bank solvency certificate at least Rs. 1.00 Cr (Rupees One Crore) in favour of them issued by any Nationalized/ Scheduled Bank after 01/04/2024 |
| 4. | Experience: The Bidder should have experience of successfully completed/ ongoing projects in Technical Universities/ Engg. Colleges/ Polytechnics / PTP ITIs/ any other educational Institute in last Three (03) years from the date of bid submission in any of the following categories: - <ul style="list-style-type: none"> • Four projects of amount each minimum Rs. 25 Lakhs. OR • Two projects of amount each minimum Rs.50 Lakhs. OR • One project of amount minimum Rs.100 Lakhs. |
| 5. | The Bidder should have at least 100 cumulative relevant Manpower (Instructing Personnel) in the FY 2020-21, FY 2021-22 & FY 2022-23 to be eligible to bid in the Project. |
| 6. | The Bidder should not have been black listed or de-empanelled/ terminated due to non performance by any Government / Department/Govt. Society etc. |

| | |
|----|--|
| 7. | The Bidder should have been in existence for last 3 years in India and have a registered or local support office at West Bengal. If the Bidder does not have any local support office at the time of Bidding then the bidder must submit an undertaking on his letter head that the bidder shall open a local support office in West Bengal within one month from the date of award of contract, if selected. |
| 8 | The Bidder Should Upload the all documents as specified in Statutory AND Non-Statutory Cover (OID) |

8. Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish the information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP document is not transferable to any other bidder.

9. Earnest Money Deposit (EMD)

9.1 Bids submitted without EMD will stand rejected. No interest is payable on EMD.

9.2 In case of the bidder whose offer is accepted, the EMD shall be refunded interest free to the successful bidder only after submission of Performance security as mentioned in this document in subsequent sections.

9.3 No exemption in EMD will be given.

9.4. The EMD taken from the applicant will be liable for forfeiture in the following cases:

1. When the applicant refuses to sign the service agreement after giving Letter of Acceptance.
2. When the applicant withdraws or modifies his proposal after opening of proposals.
3. Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined in this RFP.

10. Technical Proposal

10.1. The following details would need to be furnished as a part of the technical proposal.

Refer to Annexure-G for the response formats

| Sl. No. | Evaluation Parameters | Explanation of Terms and Details to be submitted | Marks Range | Max Marks |
|---------|---|---|--|-----------|
| 1. | Financial Capability The Bidder should have an average annual turnover/receipts of INR 100 Lakhs from Project with Tech. University/ Engg College/ Polytechnics/ PTP ITIs/ Educational Institute during the last three years. Marks would be awarded for turnover from training activities. | Audited P&L / Income Statements for the years, FY 2020-21 FY 2021-22 & FY 2022-23 need to be submitted. Audited Balance Sheet (along with CA certificate clearly indicating turnover from Project with Tech. University/ Engg College/ Polytechnics/ PTP ITIs/ Educational Institute conducting training activities and Net Worth) for the years FY 2020-21 FY 2021-22 & FY 2022-23 need | For average annual Turnover less than INR 100 lakhs no marks will be awarded and bid treated to be cancelled For Average Turnover equal and more than INR 100 Lakhs, 5 marks will be awarded. For every additional INR 50 Lakhs 1 mark will be awarded subject to a cap on total marks of 10. | 10 |

| | | to be submitted. | | |
|----|--|---|--|-----------|
| 2. | <p>Operation Capability</p> <p>The Bidder would be awarded marks on the number of Instructing Personnel recruited in the payrolls of the bidder for Operation with project of Tech. University/ Engg. Colleges/ Polytechnics/ PTP ITIs/ Educational Institute conducting training and skill development programs in FY 2020-21, FY 2021-22 & FY 2022-23.</p> | <p>Offer Letters and pay slip of the last available month should be submitted as proof documents.</p> <p>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.</p> <p>Work/Appointment Order reflecting the nature of project in which the employees are working.</p> | <ul style="list-style-type: none"> • For less than 100 cumulative Instructing Personnel in FY 2020-21 FY 2021-22 & FY 2022-23 no marks would be awarded and bid treated to be cancelled. • For equal & more than 100 Instructing Personnel 6 marks would be awarded. • For every additional 50 Instructing Personnel 3 marks would be awarded subject to a cap of total marks of 15. | 15 |
| 3. | <p>Training Capability The Bidder would be awarded marks for Operation with project of Tech. University/ Engg. Colleges/ Polytechnics/ PTP ITIs/ Educational Institute conducting training and skill development programs on the total number of candidates trained from April 2020.</p> | <p>Self-certifying copy by the authorized person mentioning the number of candidates trained with month/year of completion would be required.</p> | <ul style="list-style-type: none"> • For less than 500 candidates trained no marks would be awarded. • For equal & more than 500 candidates, 05 marks would be awarded. • For additional 200 candidates trained 1 mark would be awarded subject to a cap of 15 marks | 15 |
| 4. | <p>Presence in West Bengal</p> <p>The Bidder would be awarded marks based on the number of government ITIs being operated on PPP model and private ITIs or Polytechnics operated in West Bengal that have been duly affiliated by NCVT and AICTE respectively.</p> | <p>For ITI TP operator, the Bidder would need to provide a copy of the Concession Agreement.</p> <p>For private ITIs and Polytechnics, affiliation certificate from NCVT/AICTE would be required</p> | <p>For every Government ITI being operated in PPP model 1 mark would be awarded.</p> <p>For every private ITI and Polytechnic being operated 1 mark would be awarded.</p> <p>Maximum marks to be awarded is 10. Bidders operating multiple institutions of different kinds would be awarded 0.5 marks with a cap of 10.</p> | 10 |

11. Submission of the Bid:

The bidder is responsible for registration on the e-procurement portal (<https://wbtenders.gov.in/>) at their own cost. The bidders are advised to go through the E-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process,

The bidder shall submit the proposals online as described below

- 7.3** Bidders shall submit their Proposals electronically on the portal: <https://wbtenders.gov.in/>,
- 7.4** RFP documents can be downloaded from website <http://www.wbtenders.gov.in> paying an application fees of Rs 1000/-.
- 7.5** Bidders are required to sign their bids online using Digital Signature Certificates, they are advised to obtain the same at the earliest.
- 7.6** Bidder must positively complete online e-tendering procedure at <https://wbtenders.gov.in/>. Department shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- 7.7** The Proposal should be submitted only through the e-procurement portal. No any other form is acceptable.

12. Documents in Bid Proposal to be uploaded

Documents to be submitted in Technical Bid (Technical Cover / Cover I):

| Sl. No. | Sub-Folder | Documents to be uploaded |
|---------|----------------------|--|
| a) | Scanned Annexures | - scanned copy Power of Attorney and Affidavit |
| | | - scanned copy EMD and Application Fee |
| | | - scanned copy of the filled up Technical Proposal Format (Annexure -G) along with the supporting documents mentioned in clause 7. |
| | | - scanned copy of the Annexure -A , B, C & D |
| | | scanned copy of the Annexure- E & F |
| | | - scanned copy of Pan, Latest IT Acknowledgement, Ptax, Labour Licence, Trade Licence (for last 03 years), EPF & ESI registration Certificate with Challan (if not applicable, reasons with supporting documents are to be uploaded positively), GST Registration Certificate. |
| | | - scanned copy of Partnership Deed/ Co-Operative Society Bylaw/ Moa, Company Registration Certificate etc. |
| | | -Registration Certificate along with legal documents as per entity of the bidder (for eg. Trust Deed, Society Bylaws, MOA/AOA, etc) |
| | | - Copy of all works order, Contact forms, Challan etc. for last 03 years) /PBSSD agreement/SSC affiliation certificate/ NCVT or AICTE affiliation Certificate/ Certificate issued by UGC/ WBBSE/ WBCHSE etc. Concession Agreement for ITI TP operator/or any other state government department/ Government of India Ministry affiliation as applicable to be submitted |
| | | - scanned copy of Income Tax Returns for the last three consecutive years, FY 2020-21, FY 2021-22 & FY 2022-23. |
| b) | Copy of RFP | - Copy of this RFP in pdf format along with a Digital Signature Certificate as a token of acceptance thereof. |
| c) | Financial Capability | - Audited P&L / Income Statements for the years FY 2020-21, FY 2021-22 & FY 2022-23 |

| | | |
|----|--------------------------------|---|
| | | - Audited Balance Sheet for the years FY 2020-21, FY 2021-22 & FY 2022-23 |
| | | - CA certificate as per Annexure H |
| | | Bank Solvency Certificate issued after 01-04-2024 |
| d) | Operation Capability | - All proof documents to be submitted including Work Order reflecting the nature of project in which the employees are working |
| e) | Training Capability | - Self-certified copy by the authorized person 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 serial no-4 of Annexure G. |
| f) | Presence in West Bengal | - Self-certified copy by the authorized person mentioning the number of institutions operated by the Bidder as per format provided in serial no-6 of Annexure G. |

An applicant would have to upload the documents for Technical Proposal in www.wbtenders.gov.in. There would be a folder named "Fee/PreQual/Bid" which would consist of 1 sub-folders as mentioned below:

| Sl. No. | Sub-Folder | Documents to be uploaded |
|---------|------------|--------------------------|
| a) | Bid | BOQ |

13. Tender Validity

The tender offer will be valid for 365 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any). However, Department may extend this period based on its own discretion.

14. Interpretation of the clauses in the tender document

In case of any ambiguity in the interpretation of any of the clauses in RFP Document, the interpretation of the DIT, TET&SD Department clauses shall be final and binding on the bidder. The decision taken by the DIT, TET&SD Department in the process of tender evaluation shall be final.

15. Amendment/s in tender document

At any time prior to the deadline for submission of bids, DIT, TET&SD Department for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website. Bidders are requested to visit the e-procurement website for updates, modification and withdrawal of offers.

16. Evaluation of the Proposal

16.1.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.

16.2. While evaluating the Technical Proposal, DIT WB will conduct the evaluation of the details provided in the submitted proposal on the basis of the evaluation methodology mentioned in clause 10.1 of this RFP document.

16.3. 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.

16.4. 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.

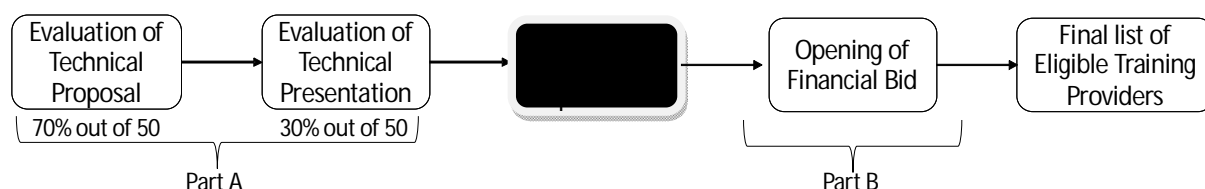
16.5. The Bidders securing **below 30 marks** would be disqualified for Technical Presentation and Bidding process.

16.6. All Training Providers **above 30 marks** would be called for a **Technical Presentation** for further evaluations by the DIT WB to understand the Approach & Methodology along with the preparedness of the Bidder to implement the scheme at the ITIs/ other Establishment under TET&SD Dept. The schedule and format for the technical presentation would be communicated to the concerned Agency (Training Provider) post publishing of the list of Training Providers securing marks above 30.

16.7. 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: $0.7*X + 0.3*Y$ - PART A**

16.8. Post Technical Qualification (Part – A), List of Agency (Training Providers) would be published to evaluate the financial bid.

Process Flow:



16.9. i) Out of the list of technically qualified Training Providers (mentioned in Clause 16.8), the Training Providers with the lowest one (L1) rate quoted will get 1st Preference.

ii) After that if any tie occurs, 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 10.1, Sl. No.- 3
- b. Scores in Operational Capability as per clause no. 10.1, Sl. No. 2
- c. Scores in Financial Capability as per Clause no. 10.1, Sl. No.1
- d. Scores for Presence in West Bengal as per clause no. 10.1, Sl. No. 4
- e. Finally if tie persists, ITIs/ Other Centre under TET&SD Department will be equally distributed among those tied TPs.

16.10. **The Final List** of shortlisted Training Providers would be communicated post evaluation of the presentations and Financial Bid of all the concerned Training Providers.

16.11. The Shortlisted Training Provider would be based on the lowest one (L1) quote / bid submitted as required.

17. Financial Evaluation of Bid.

1. Bidder has to quote only **Management & Monitoring Charges** in INR in BOQ per Instructing Personnel per month basis.
2. Any other Tax, Insurance & liabilities charges will not be paid by Department.
3. The **Management And Monitoring Charges** shall be quoted taking into account of all overhead expenses envisaged by the bidder for efficient functioning /execution of Contract.
4. If there is a discrepancy between words and figures of quoted **Management & Monitoring Charges** than the value mentioned in words will be considered.
5. It may be mentioned that the rate of **Total Monthly cost** of Instructing Personnel payment including ESI and EPF for Instructing Personnel will be **Rs.17,000/- p.m.** [as mentioned under Chart-A] or as per guideline issued by the department from time to time.

CHART-A

(Rates of monthly Remuneration, ESI Contribution, EPF Contribution, EDIL Contribution & Administrative Charge under EPF and Bonus for the Instructing Personnel below 60 yrs age.)

| Rates of monthly Remuneration | E.S.I. Contribution (4 %) | E.P.F. Contribution (12 %) | EDIL Contribution (0.5 %) | Administrative Charge under EPF (.5%) | Total Monthly "FIXED PRICE" | Bonus per Month (8.33% on Total Monthly "FIXED PRICE" | Total Monthly cost of Instructing Personnel |
|--------------------------------------|---------------------------|----------------------------|---------------------------|---------------------------------------|-----------------------------|---|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Rs 13,413.00 | Rs 536.00 | Rs 1,610.00 | Rs 67.00 | Rs 67.00 | Rs.15,693.00 | Rs 1,307.00 | Rs 17,000.00 |

| (Rates of monthly Remuneration and Bonus for the Instructing Personnel above 60 years age) | | |
|---|---|--|
| Rates of monthly Remuneration | Bonus per Month (8.33% on Total Monthly "FIXED PRICE" | Total Monthly cost of Instructing Personnel |
| 1 | 2 | 3 |
| Rs 15,693.00 | Rs 1,307.00 | Rs 17,000.00 |

18. Unsatisfactory Performance

Even on fulfillment of all the criteria, it may be noted that those bidders whose past performance has not been satisfactory against previous tenders of TET&SD, they may not be considered for order. Following shall attribute to poor performance of a bidder: -

- Non-execution of previous order(s)/ inordinate delay / inferior quality of services.
Previous assignment left incomplete
- Any irregularities with any Govt department in West Bengal
- Other service and performance issues

19. Conflict of Interest

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. TET& SD Department considers a conflict of interest to be a situation in which a

party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considered to be in a conflict of interest with one or more parties if including but not limited to:

- a) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or
- b) Have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder.

Terms & Conditions (20-39)

20. Right to terminate

DIT, TET &SD, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the grounds for such action. DIT, TET & SD Department makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by DIT, TET&SD Department. The bidder's participation in this process may result in selecting the bidder to engage in further discussions and negotiations.

21. Performance Obligations

While providing services as per Scope of Work, the bidder shall ensure that there is no infringement of any right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

22. Corrupt/Fraudulent Practices:

The DIT, TET&SD Department requires that the bidders under this tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the TET&SD defines the terms set forth as follows:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution; In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.

“Fraudulent practice” means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of the DIT, TET&SD Department, and includes collusive practice among Bidders (prior to or after bid submission) to deprive the TET&SD Department of the benefits of the free and open competition;

The DIT, TET&SD Department will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.

The DIT, TET&SD Department will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any

time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

23. Signing of Contract

Prior to the expiration of the period of bid validity, DIT, TET&SD Department will notify the successful Bidder in writing to confirm, that its bid has been accepted. The notification of award will constitute the formation of the Contract. Failure of the successful bidder to agree with the Terms & Conditions of the contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event DIT, TET&SD Department would reject the proposal and forfeit the EMD as specified in the document.

The successful bidder will be required to execute the contract agreement on a non-judicial paper of adequate fee on acceptance of their Quotation.

As soon as practically possible, DIT, TET&SD Department will sign the Contract Agreement and share the copy with successful Bidder.

During the term of contract, the bidder shall closely work with DIT, TET&SD Department, to perform the activities as per the scope of work. In case of poor performance, non-availability of staff, DIT, TET&SD Department shall terminate the agreement after the recommendation from the Principal of the Concern ITI/ other Establishment under TET&SD Dept.. In such case, the performance security shall be forfeited.

24. Confidentialities:

Any attempt by a bidder to influence DIT, TET&SD in the evaluation of the bids or contract award decisions may result in the rejection of its bid. If any bidder wishes to contact the DIT TET&SD during/after opening of the Bid to award of contract. He may do so in writing.

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process.

25. Performance Security

The contract under this assignment shall carry a performance Bank Guarantee @3% of total Contact value is being asked for contract period plus 120 days. The successful bidder's EMD payment shall be refunded upon the bidder provides the Performance Security. All charges with respect to the Performance Security shall be borne by the bidder. The Performance Security shall remain with the TET&SD Department for the contract period plus 120 days.

The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee. This guarantee may be invoked on violation of any of the condition(s) given below:

- a) If provided service is of poor quality and deployed manpower are not skilled to perform the job.
- b) Bidder is not available to deliver continuous services.
- c) The observed output is not in accordance with the roles & responsibilities mentioned in scope of work defined in RFP and not in compliance with the task assigned by the DIT TET&SD Department.
- d) The bidder or his employee is involved in any unlawful activity relating to this work.

26. Prime Responsibilities of Bidder

1. The selected Bidder shall be in obligation to pay the salary on or before 10th of every month

to its deployed Manpower as prescribed by the TET&SD Department i.e. Rs 17,000/- per month at present and may change time to time as per Govt. guideline.

2. The selected Bidder shall discharge its liability for the deployed manpower in respect of Employees Provident Fund under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, if applicable.
3. The Selected Bidder shall also have to bear all other liabilities as per existing labor Laws of the Government as amended from time to time, if applicable.
4. The Selected Bidder will have to make the payments of Salary directly into a Bank Account of deployed manpower.
5. The selected bidder shall provide details to employees related to the payment of salary, their bank accounts number & bank name where payment remit and other information regularly.
6. The Selected Bidder will mandatorily submit documents showing the proof of age and qualification / experience of the manpower deployed by it, after executing the contract, and get it verified from the designated Officer of the DIT, TET&SD Department time to time. The verification of the credentials of the manpower by the DIT, TET&SD is mandatory whenever a new manpower is engaged.
7. DIT, TET&SD shall not pay any additional cost towards the establishment of office, Administrative & support staff deployed for administering the Manpower outsourcing contract to the selected bidder
8. The Selected bidder shall provide and be responsible for payment of salaries and other statutory privileges and facilities as applicable to its Manpower as per relevant and applicable law/rules/regulations and orders of the Central / State Government or local authorities or other authorities as are in force from time to time.
9. All Manpower engaged under this Contract by the selected bidder shall be employees of selected bidder. DIT, TET&SD Department shall not have any liability/responsibility to absorb the Instructing Personnel engaged by the selected bidder and/or extend any type of recommendation, etc. for obtaining any job with the DIT, TET&SD Department or elsewhere.
10. The Selected bidder shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous Provisions Act, 1952 and where he remits contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees, if applicable.
11. The Selected bidder shall maintain all records/registers as required to be maintained under various Labor laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the DIT, TET&SD Department if applicable.
12. The Selected bidder shall also submit periodical reports on various labor laws compliance, Employees Provident Fund Act etc., under intimation to maintain the designation of the principal employer, if applicable.
13. The Selected bidder shall ensure that its manpower perform their duties efficiently by taking monthly report from the concern Institute. In case the feedback is not satisfactory then deployment of new manpower needs to be exercised within defined timelines.

14. The working location of resources will be anywhere in West Bengal
15. Selected bidder cannot assign any task / job to the deployed resources other than as prescribed by DIT, TET&SD Department. In case, if it has been reported to DIT, TET&SD Department then penalty will be invoked and 2 such incidents may lead to termination of contract by DIT, TET&SD.
16. In case the hired Instructing Personnel do not attend the work at any time for whatever reason, the successful bidder shall make alternate arrangements, so that the daily work of does not suffer.
17. The normal working days per week and working hours per day will be as per govt. guideline. However, depending upon the urgency of works, the Instructing Personnel may be required to work late (beyond office hours) or on holidays depending on demands or work.
18. The Selected bidder shall in the event of his employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Employee's Compensation Act and other applicable law.
19. If any of the Instructing Personnel engaged by the Selected bidder misbehaves with any officials of the TET&SD and other stakeholders of TET&SD or commits any misconduct in connection or suffers from any serious communicable diseases, the bidder shall be liable to replace them immediately.
20. The Selected bidder shall ensure that necessary information regarding the Instructing Personnel engaged by him is intimated to the concerned police station and a copy of the same shall be submitted to the concern Officer.
21. The successful bidder will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of all Instructing Personnel and DIT, TET&SD Department shall not be responsible for any such liability or lapses.
22. During the subsistence of the contract, DIT, TET&SD Department shall not undertake any monetary liability other than the **Management & Monitoring Charges** payable to the successful bidder for the services of Instructing Personnel provided by them. Other liabilities, if any, shall be solely rest on the successful bidder.

27. MIS Provisions

- i. Selected bidder should have an IT based computerized online facility for management of services. This IT facility will be used for online management of services, billing and performance assessment of resources, monthly timesheets, SLA monitoring etc.
- ii. Selected bidder should provide the login access to concerned officers of DIT, TET&SD Department for monitoring through desired MIS reports, which may change from time to time as per the need of the department)

28. Valid Credentials of Manpower

- i. The manpower provided by the Selected Bidder should not have any adverse Police records / criminal cases pending against them. The Selected Bidder should make adequate enquires about the character and antecedents of the manpower before recommending for deployment. The Selected Bidder have to furnish proofs of identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card, AADHAR Card to the concerned officers of DIT, TET&SD Department along with a certificate to this effect in detail.

- ii. The manpower deployed by the Selected Bidder shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the government's interest due to deployment of such manpower, the same shall have to be recovered by the Selected Bidder without any extra cost to the concerned officers of TET&SD Department.
- iii. The successful bidder shall be responsible for the discipline and conduct of the hired Instructing Personnel sponsored and in case the Instructing Personnel lack in discipline and their quality of work deteriorates during the course of their service, the successful bidder shall provide replacement services of suitable Instructing Personnel.

29. Contract Period

- i. The contract shall commence from the date of execution of agreement and shall continue for defined period in bid data sheet or more as the case may be unless it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of manpower deployed, breach of any conditions of contract etc or change in requirements. The engagement of Instructing Personnel may be initially fixed for one year or filling up the posts on regular basis whichever is earlier.
- ii. The Agreement shall automatically expire on completion of agreement period unless it is extended for further period by mutual consent of the Selected Bidder and the concerned officers of DIT, TET&SD Department.
- iii. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Selected Bidder and the concerned officers of DIT, TET&SD Department.
- iv. The concerned officers of DIT, TET&SD Department reserves the right to terminate the agreement by issuing prior notice of 3 month to the selected Bidder.
- v. The Selected Bidder will be bound to furnish details to the concerned officers of DIT TET&SD Department while submitting the tender or at subsequent stage as per tender document. Any such document furnished by the Selected Bidder found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action against Selected Bidder apart from termination of the agreement forthwith.

30. Deployment of Manpower

- i. The Selected Bidder must deploy the requisite number of manpower within 21 days of issuance of LOI.
- ii. DIT, TET&SD reserves its right to increase or decrease the number of required Manpower during the period of the contract as per the job requirement and Selected Bidder must abide by the same without fail.
- iii. The Selected Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities covered under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the concerned officers of DIT, TET&SD.

31. Replacement of deployed manpower

- i. The manpower being deployed by the Selected Bidder shall ordinarily be continued and

would not be changed without written intimation, consultation and approval of the concern officer.

- ii. If Selected Bidder at its own initiative replaces the manpower without intimation and due consent of the concerned officers of TET&SD, action will be taken accordingly.
- iii. The Selected Bidder shall share the list of all manpower deployed on field on actual basis at the start of the work. Further, the Selected Bidder shall keep updated the information of all such deployed manpower on a regular basis to the concerned officers of TET&SD. Any change in the deployed manpower shall be immediately communicated to the concerned officers of TET&SD.
- iv. In case of resignation by any of the deployed resource, there will not be any delay in deployment of new resources .
- v. Upon the written directions of the concerned officers of TET&SD , the selected bidder shall immediately remove any Instructing Personnel deployed from the works/ services thereon; who may in the opinion of the concern Officer is incompetent or responsible for misconduct. In such cases, the Selected Bidder must deploy the requisite number of manpower within 7 days.
- vi. The manpower engaged under this Contract by the Selected Bidder shall be employees of Selected Bidder. TET&SD Department shall not have any liability/responsibility to absorb the Instructing Personnel engaged by the Selected Bidder and/or extend any type of recommendation, etc. for obtaining any job with the concerned officers of TET&SD or elsewhere.

32. Mishap and Injury to manpower

- i. The successful bidder shall comply with all the rules and regulations regarding safety and security of its employees and TET&SD Department will in no way be responsible in any manner in case of any mishap to their Instructing Personnel.
- ii. DIT, TET&SD Department shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other Instructing Personnel in the employment of the Selected Bidder. The Selected Bidder shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.
- iii. In case any manpower of the Selected Bidder is implicated in any law suit or is injured by any Instructing Personnel or group of Instructing Personnel, agitating mob, etc. during the course of performing his/her duty/their duties for the TET&SD Department, it shall be the sole responsibility of the Selected Bidder to defend its manpower in the court of law or to extend all medical and financial help, etc. without charging any cost to the TET&SD Department
- iv. TET&SD shall be deemed to be indemnified by the Selected Bidder for lapses or other mischief's etc. by its manpower.
- v. Claims arising due to "any activity" by the manpower shall be liable for adjustment from performance bank guarantee furnished by Selected Bidder.

33. Reporting of Manpower

- i. The Instructing Personnel deployed shall be required to report for work at scheduled time as directed by concerned officer TET&SD and shall work for minimum 8 hours per day. The

Instructing Personnel (deployed), who remains absent from duty on a particular day / comes late to the duty /leaves the duty early without prior permission, and proportionate deduction from the remuneration shall be made accordingly.

- ii. The Instructing Personnel deployed may be called on holidays to attend duty and shall not be paid extra remuneration by TET&SD to attend the duty. Selected Bidder has to make provision for such cases so that motivation and dedication of such manpower can be maintained.
- iii. The Instructing Personnel to be deployed may be assigned to any work decided by the concerned officer as and when required. If any of the manpower deployed by the Selected Bidder will disobey to carry out such order; his/her service shall be withdrawn immediately and sent back to the Selected Bidder.

34. Reporting of Bidder

The Selected bidder shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the TET&SD) to supervise the deployment and performance. The said representative, shall be present whenever required and should be approachable in Instructing Personnel or on phone at time to the TET&SD for discussion and meetings.

35. Sub-letting / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof (except the development and management of IT facility), as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

36. Payment Procedure

- i) Payment: The Agency shall submit monthly bill in Triplicate on lump sum amount duly signed and certified by the authorised person of the Institute/ Offices for each month by 1st of the following month in respect of previous month which the authority will settle by 10th of the following month provided the bill is found to be in order.
- ii) The monthly payment on the basis of pro-rata engagement of Instructing Personnel as per the agreement of the Contract will be released from Office of **the Dy. Director of Industrial Training and In Charge of ITI/ Principal of ITI/ Superintendent of ITI/ Head of Office of** other Establishment under TET&SD Dept. **etc.** under whom the Instructing Personnel will perform their duty through **IMC Accounts /Local Fund of respective ITIs /** other Establishment under TET&SD Dept.. **Payment for Remuneration of Instructing Personnel along with Management & Monitoring Charges will be incurred from IMC Accounts/ Local Fund of respective ITIs/** other Establishment under TET&SD Dept..
- iii) Income Tax or any other statutory recoveries, as applicable will be deducted from the monthly bill of the Agency.
- iv) The payment of P.F. (Employer's share & administrative charges), ESI (Employer's share) contribution along with applicable tax, if any, will be reimbursed by Government against submission of Bill with depository Challan in each month.
- v) The payment of Insurance premium for the ESI OR E.C policy under the Employees Compensation Act 1923 will be reimbursed by the Agency itself.
- vi) Bidder will submit the bill along with the attendance report of the engaged manpower and

acquaintance roll and bank transaction report.

vii) No Interest shall be paid on delayed payments.

viii) The selected bidder will not charge any late payment fee on Invoice.

ix) The Selected Bidder shall not be paid any extra charges against such items which are required for performing proper and efficient working.

x) Bidder has to provide the bank details for payment

37. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Kolkata High Court only.

38. Indemnity

The successful bidder shall indemnify, protect and save TET&SD Department and 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 in respect of all components (like training material, photograph etc.) and the services rendered under the contract.

39. Force Majeure

- i. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of both the parties (TET&SD and Bidder) and not involving the both the parties and not involving the fault of either the parties or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.
- iii. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
- iv. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - b. Explosion or chemical contamination (other than resulting from an act of war);
 - c. Epidemic such as plague, COVID;
 - d. Any event or circumstance of a nature analogous to any of the foregoing
- v. Other Events to the extent that they satisfy the foregoing requirements including:
 - a. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - b. Any act of Government
 - c. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - d. Any event or circumstance of a nature analogous to any of the foregoing

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

on the bidder's Letterhead

Annexure A- Covering letter for proposal submission

To

Director of Industrial Training, W.B.
Technical Education & Training Department
KarigoriBhaban, 2nd Floor, B/7, Action Area - III, Newtown
Rajarhat, Kolkata – 700 160

Subject: Submission of Proposal

Reference: RFP for Selection of Manpower Outsourcing Agency (Tender No: _____ Dated: _____
/___/_____)

Dear Sir

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work on given scope of work, as required and outlined in the Tender. We attach hereto our responses to your requirements. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to DIT, TET&SD Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so. We agree for unconditional acceptance of all the terms and conditions set out in the tender document. We hereby confirm that:

- i. We would like to participate in the tender process.
- ii. We have deposited Earnest Money of Rs 1,00,000.00 (Rs One Lakhs only).
- iii. In case we are chosen as a Successful bidder, we agree to submit the Performance Bank Guarantee @3% of the total contract value.
- iv. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- v. We have sufficient qualified manpower and necessary infrastructure with support to execute the contract efficiently in the specified time schedule.
- vi. We further confirm that all chapters of the tender documents have been read, understood and there is no deviation/discrepancy.
- vii. We agree that you are not bound to accept any tender response you receive. We also agree that you reserve the right in absolute sense to reject all or any of the bidders in the tender response. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.
- viii. We confirm that details given in our proposal are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

Yours Faithfully [Authorized Signatory][Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

Annexure B – Agency Information Agreement

| SN | Description | Details(To be filled by the bidder) |
|----|---|-------------------------------------|
| 1 | Name of the bidder | |
| 2 | Regional official address (in West Bengal) | |
| 3 | Phone No. and Fax No. | |
| 4 | Registered Headquarters Address | |
| 5 | Phone No. and Fax No. | |
| 6 | Web Site Address | |
| 7 | Details of Firm s Registration (As per Annexure-C1) | |
| 8 | Name of Registration Authority | |
| 9 | Registration Number and Year of Registration | |
| 10 | EFP/ESI registration No. (if any) | |
| 11 | Goods and Service Tax Registration No. (if any) | |
| 12 | Permanent Account Number (PAN) | |

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

Note: to be submitted in separate pdf file

Annexure C– Agency’s Authorized Representative Details

| SN | Details | Authorized Signatory | Secondary Contact |
|----|--------------------|----------------------|-------------------|
| 1 | Name | | |
| 2 | Title /designation | | |
| 3 | Company Address | | |
| 4 | Phone | | |
| 5 | Mobile | | |
| 6 | Fax | | |
| 7 | E-mail | | |

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place] [Date and Time]
[Seal and Signature] [Business Address]

Note: to be submitted in separate pdf file

Annexure D – Checklist for Eligibility/Qualification criteria compliance

| SN | Eligibility/Qualification criteria | Documents required to be submitted | Compliance (Yes/No) |
|----|--|---|---------------------|
| A | <p>Registration: The Bidder should be a legally registered entity in India, since last Three (03) years as on the date of submission of this bid.</p> <p>Consortiums/ Joint Ventures are not allowed.</p> | PARTNERSHIP DEED/ SOCIETY/ TRUST BY LAW, MOA, TRADE LICENCE (for last 03 years), COMPANY REGISTRATION CERTIFICATE | |
| | | GST Registration Certificate | |
| | | All copies of GST Return (F.Y.- 2022-23) | |
| | | PAN | |
| | | IT Returns for the last 3 consecutive financial year ended 2020-21 | |
| | | P.Tax Registration certificate, Labour Licence, | |
| | | EPF & ESI Registration Certificate | |
| B | <p>Turnover: The Bidder should have Minimum average annual turnover of Rs. 1.00 Crores (Rs One Crore only) during last 3 financial years (FY2021-22, FY 2022-23 & FY 2023-24).</p> | Audit Report, Balance sheet, Profit-Loss Account for last 03 years ended 2022-23. | |
| | | The bidder should submit the FINANCIAL STATEMENT Certified by a Chartered Accountant in the enclosed format on the average annual turnover. | |
| C | <p>Experience : Experience: The Bidder should have experience of successfully completed/ ongoing projects in last Three (03) years i.e. FY 2020-21, FY 2021-22 and 2022-23 in Technical University/ Engg College/ Polytechnics/ PTP ITIs/ any other Educational Institute in any of the following categories:</p> <ul style="list-style-type: none"> • Three projects of amount each minimum Rs. 25 Lakhs. <li style="text-align: center;">OR • Two projects of amount each minimum Rs.50 Lakhs. <li style="text-align: center;">OR • One project of amount minimum Rs. 75 Lakhs. | Copy of work completion certificate issued by the Executing Authority and Work Orders/ PO should be furnished as documentary proof. | |
| D | <p>Undertaking – NOT Blacklisted/ De-empowered The bidder should not be black listed/ de-empowered by any State Government, Government of India or any of its agencies in last Three (03) years and till the date of submission of this bid.</p> | The organization will have to submit an Affidavit (Court affidavit on original stamp paper of relevant value) with following clauses: - | |
| | | <ol style="list-style-type: none"> 1. It has not been blacklisted/ de-empowered by any Government Organization 2. The organization does not have any legal suit / criminal case pending against it for violation of PF /ESI/ Act or any other law. Self-declaration by the bidder in notarized stamp paper. | |

| | | | |
|---|---|--|--|
| E | <p>Undertaking – NOT Bankrupt There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder.</p> | An undertaking to this effect should be submitted by the bidder on its letter head. | |
| F | <p>Manpower Strength The Bidder should have at least 100 cumulative relevant Manpower (Instructing Personnel) in the FY 2020-21, FY 2021-22 & FY 2022-23.</p> | Self-Certification in Excel format (In Company Letter PAD) by the authorized signatory with clear declaration of staff (Name, Father's Name, address, educational qualification, Mobile No) The bidder has to submit EPF/ESI/Employee ID/Bank account detail. This is to be given by bidders for evaluation at pre-qualification stage and will be considered for validation during technical evaluation | |
| G | <p>Local support office: The Bidder should have a local support office at West Bengal and should provide the supporting documents for the same. If the Bidder does not have any local support office at the time of Bidding then the bidder must submit an undertaking on his letter head that the bidder shall open a local support office at West Bengal within one month from the date of award of contract, if selected.</p> | Declaration of office space on the letter head for communication or Undertaking on letter head that the bidder shall open a local support office at West Bengal within one month from the date of award of contract, if selected. | |
| H | <p>Earnest Money Deposit (EMD): EMD or Bid Security of Rs 1,00,000.00 (Rs One Lakhs only)</p> | Scan Copy of submission as a proof payment | |

Note: Each document/annexure shall be acceptable in separate pdf file with proper prescribed heading.

on notarized stamp paper

Annexure E – Self-declaration for not being Blacklisted/ De-empanelled

Subject: Declaration for not being Blacklisted by any Government Entity

Reference: RFP for Selection of Manpower Outsourcing Agency (Tender No: _____
Dated: __/__/____)

Dear Sir

In response to the above mentioned tender, I/We, _____, as _____
<Designation> _____ of M/s _____, hereby declare that our Firm _____ is
having unblemished past record and is not declared blacklisted or ineligible to participate for
bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory
performance, breach of general or specific instructions, corrupt / fraudulent or any other
unethical business practices.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

Note: to be submitted in separate pdf file

Annexure F – Self-declaration for not being Bankrupt

To

Director of Industrial Training, W.B.
Technical Education & Training Department
KarigoriBhaban, 2nd Floor, B/7, Action Area - III, Newtown
Rajarhat, Kolkata – 700 160

Subject: Declaration for there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations.

Dear Sir

In response to the above mentioned tender, I/We, _____, as _____
<Designation> _____ of M/s _____, hereby declare that our Firm _____ is
having unblemished past record and there was any incident in past of initiation of bankruptcy
or any legal action for violation of any Gpovt. rules

Thanking you, Yours Faithfully

[Authorized Signatory] [Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

Note: to be submitted in separate pdf file

Annexure G – Technical Proposal Format

Bidder has to submit the Technical Proposal in following manner.

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. Agency (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 | |
| Email Address | |
| Mobile No. | |
| Fax No. | |

3. Particulars of the authorized signatory of the bidder

| | |
|---------------|--|
| Name | |
| Designation | |
| Address | |
| Email Address | |
| Mobile No. | |
| Fax No. | |

4. Training Capability

Trade/ Discipline Specific (Provide Training Data for the proposed sectors from April, 20120 only)

| Sl. No. | Trade/ Discipline | No. of Trainees/ Student | Training Start date | Training End date | Scheme |
|--------------|-------------------|--------------------------|---------------------|-------------------|--------|
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

6. Operation in West Bengal (Presence in West Bengal)

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

| Sl. No. | 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 | | | | |

7. No. of Instructing Personnel recruited on payrolls from April, 2019 till 30.06.2022 (Operation Capability)

| Sl. No. | Name of Instructing Personnel | Sector Specification | Year of Recruitment | Remuneration | Name of Institute where currently placed & Qualification | Contact Details |
|---------|-------------------------------|----------------------|---------------------|--------------|--|-----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Total | | | | | |

8. LEGAL CONSTITUTION & NUMBER OF YEARS OF EXISTENCE

Organization Name:

1. Status/Constitution of the Organization:
2. Name of Registering Authority:
3. Registration No:
4. Date of Registration:
5. Place of Registration:
6. Contact Mobile Number of Owner of the Organisation:

For and on behalf of:

(Company Seal)

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

Note: Please provide copy of the registration certificate from the appropriate Registering Authority.

The details provided in the above format will be considered for technical evaluation under Years of Existence as per clause 7.2 under Eligible Bidders .

Annexure H – Financial Statement

(To be provided on letter head of the CA firm)

FINANCIAL STATEMENT

B. 1 Name of Firm/ Organisation :

B. 2 Summary of Annual Turnover on the basis of the audited financial statement of the last three financial years. (Attach copies of the audited financial statement, P/L Accounts, Balance Sheet for F.Y.- 2021-22, 2022-23 and 2023-2024 & Income Tax return for A.Y. 2021-22, 2022-23 and 2023-2024)

| Evaluation Criteria | | | | | |
|---|----------------|-----------------|------------------|----------------------|-------------------------|
| Bidder's Annual Turnover, Net Worth and Profit for last three financial years | Financial Year | Turnover in Rs. | Net Worth In Rs. | Annual Profit in Rs. | Average Turnover in Rs. |
| | 2022-23 | | | | |
| | 2021-22 | | | | |
| | 2020-21 | | | | |

.....
Certified and Signed by the
Chartered Accountant of the firm

.....
Name of the officer

.....
Name of the Firm with Seal

Date :

N.B.: Annual Turnover should UDIN Certified.