

Government of West Bengal

REQUEST FOR PROPOSAL

FOR

**Selection of Private Training Provider for Operation of Govt.
Industrial Training Institute (ITI) ,Gangajalghati, Dist.- Bankura.**

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

Phone No- 033- 2340 3624/ 2340 3612/2340 3670

E-mail ID- sdwestbengal.pb@gmail.com.

Notice Inviting e-TENDER NO: **DITWB/NIT (RFP)/2025-26**

Memo No.:-RFP for Operation of ITI /2025-26/ 191

dated. 25/08/ 2025

1. The Director of Industrial Training, Government of West Bengal invites proposals from eligible Company, Societies, Trusts, Partnership Firms etc. registered in India for selection of **Private Training Provider (PTP)** for operation of **Gangajalghati Government Industrial Training Institute(ITI)**, for imparting of skill training in the field of Craftsman Training Scheme (CTS) with affiliation of National Council for Vocational Education & Training (NCVET).
2. Participating **Private Training Provider (PTP)** must fulfil following pre-requisites Qualification:

Sl. No.	pre-requisites Qualification
1.	Any of the following legal entity registered in India would be eligible to participate in the bid: <ol style="list-style-type: none"> a. Entities registered under the Companies Act 1956/Companies Act 2013/ LLP Act/Societies Registration Act. b. University / Engineering College/ Polytechnic Institute/ ITI / College/ School/ Training Centre etc. registered under Company, Societies, Trusts, Partnership Acts etc.
2.	The Private Training Provider(PTP) should have minimum average annual turnover of INR 2.00 Cr in the last 3 years i.e. in F.Y. 2021-22, 2022-23 and 2023-24.
3.	The Private Training Provider(PTP) should have an average positive Net Worth as per last available balance sheet in last 03 financial years i.e. in F.Y. 2021-22, 2022-23 and 2023-24.
4.	The Private Training Provider (PTP) should have at least 25 employees in their pay roll for least 03 year i.e. in F.Y. 2021-22, 2022-23 and 2023-24.
5.	The Private Training Provider (PTP) should not have been black listed or de-empanelled/ terminated due to non performance by any Government / Department/Govt. Society etc.
6.	The Private Training Provider (PTP) should have been in existence for last 5 years in India. The Bidder should also have an office in West Bengal or shall set up an office in West Bengal other than the PPP ITI, if selected for Partnership.

Schedule of Activities

S.No	Milestones	Dates
1.	Uploading of RFP (e-Tender)	26/08/2025
2.	Starting Date for online Proposal Submission (Uploading of documents w.e.f. 11.00 am)	01/09/2025
3.	Pre-bid Meeting (at 2.00 p.m.)	02/09/2025
4.	Uploading of Corrigendum	08/09/2025
5.	Last Date for online Proposal Submission (uploading of documents by 11.30 pm.)	23/09/2025
6.	Last Date for Proposal Submission (Hard copy documents as indicated by 03.00 pm.)	24/09/2025
7.	Opening of the RFP (1.00 pm)	25/09/2025
8.	Sending technical evaluation report to individual bidders by e-mail for their intimation & comments if any	To be notified later
9.	Last date for receiving comments & queries on technical evaluation through return e-mail by 1.00 pm	To be notified later
10.	Addressing queries and uploading Technical evaluation report to all bidders along with details of allocation of the ITI	To be notified later
11.	Financial Bid Opening	To be notified later

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

Other Key Information

A	Name of Client/Authority	Director, Directorate of Industrial Training, Department of Technical Education, Training & Skill Development, Government of West Bengal (in short the “DIT, WB”)
B	Document Intended for	Any legal entity such as Company, Societies, Trusts, Partnership Firms etc. as a Private Training Provider (PTP)
C	Email Id for any queries	sdwestbengal@gmail.com
D	Earnest Money Deposit	EMD amounting INR 2, 00, 000/- (Indian Rupees Two Lakhs only) need to be paid (through online) as per the latest norms of the Finance Department of West Bengal vide Memo No. 3975-F(Y) dated 28.07.2016.
E	Performance Bank Guarantee	INR 10, 00, 000/- (Indian Rupees Ten Lakhs only) post receipt of letter of intent.
F	Application Fees	Non- refundable INR 20, 000/- (Indian Rupees Twenty Thousand only) need to be paid (through online).

Important Notes:

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

Director of Industrial Training
 Technical Education, Training & Skill Development Department
 Karigori Bhaban, Govt. of West Bengal
 2nd Floor, B/7, Action Area - III, Newtown
 Rajarhat, Kolkata – 700 160
 Phone: 033-2324 5621

List of Abbreviations

Terms	Description
AITT	All India Trade Test
CTS	Craftsmen Training Scheme
DGT	Directorate General of Training
DIT, WB	Directorate of Industrial Training, West Bengal
ITI	Industrial Training Institute
KPI	Key Performance Indicator
NCVET	National Council for Vocational Education & Training
NSDC	National Skill Development Corporation
NSQF	National Skills Qualification Framework
PTP	Private Training Provider
RFP	Request for Proposal
SSC	Sector Skill Councils
WBSCVT	West Bengal State Council for Vocational Training.
WBSCVTE&SD	West Bengal State Council of Technical & Vocational Education and Skill Development

Disclaimer

1. The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to the bidder(s), whether verbally or in documentary or any other form by or on behalf of the Directorate of Industrial Training, Government of West Bengal (in short the “**DIT, WB**”), is provided to the bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the DIT, WB to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DIT, WB. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DIT, WB, 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 assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from the appropriate sources.
3. Information provided in this RFP to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DIT, WB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The DIT, WB, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
5. The DIT, WB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP.
6. The DIT, WB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply in any way that the DIT, WB is bound to grant right of development or lease/sub-lease of the constructed and developed structures to the Selected Bidder and

the DIT, WB 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 DIT, WB 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.

Definitions and Glossary

Term(s)	Description
100% Govt. seat	100% of the students of the ITI will be admitted through the regular admission process of the DIT, WB and pay the applicable training fees as fixed by DIT, WB.
Admission	Admissions in an ITI would be once a year for the session commencing usually from August. The admission process would consist of 100% of the students through the regular admission process of the DIT, WB. The number of students allowed per unit is specified in Annexure 6.1 of this RFP document.
Authority	Directorate of Industrial Training, on behalf of Government of West Bengal
Batch Size	Batch size in a unit is trade specific as per NCVET norms.
Bio Metric Attendance	Biometric attendance machine captures unique biological/ physical feature such as hand or finger print, iris pattern and sometimes even voice as a record for identity verification and allows to perform something that someone is authorized to do. Biometric attendance system is a foolproof technology to ensure the accuracy of attendance. The ITI preferably capture the bio metric attendance of trainers and trainees.
Agreement	The Agreement shall be drawn between Directorate of Industrial Training (DIT, WB) on behalf of the Government of W.B and the Private Training Provider (PTP) selected for a Period of 12 years.
Digital Signature Certificate	Each Bidder is required to obtain Digital Signature Certificate (DSC) of required class 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.
Disqualification	The exclusion of the Applicant from the bidding process due to any of the following reasons: - The Applicant has wrongly stated/manipulated the facts and figures in the proposal at any stage before/after the award of the Assignment. - The Applicant tries to influence the evaluation Process by any means. - In case of disqualification, Earnest Money Deposit shall be forfeited
Exit Clause	A minimum of 4 years has been set as a mandatory period for the allocated partner to adhere to the agreement and carry out the services. Post the completion of 4 years, a Private Training Provider (PTP) can exercise the exit clause and terminate the agreement by duly clearing the payables to DIT, WB subject to fulfilment of all other terms & conditions. This option may be exercised only after the session expires by giving 30 days notice.
Faculty	Trainers employed by the PTPs who would impart training in the ITI.
Annual Turn Over	A bidder needs to have an average annual turnover of at least 2.00 Cr in the last 3 years and average positive Net Worth as per last available

	balance sheet in last 3 Financial Years (F.Y. 2021-22, 2022-23 and 2023-24).
Industry Associations	A body formed by two or more organizations across sectors for promoting interests of the businesses in the sector.
Institute Management Committee (IMC)	The ITI would have an Institute Management Committee. This body would comprise of representatives from the Government of W.B, Private Training Provider (PTP) selected to run the institution and representatives of concerned industries.
PDF	All uploaded documents should be in PDF (Portable Document Format).
Period of Agreement	The Period for which Agreement shall be valid i.e. from the date of signing of the agreement till the next 12 years. The agreement would be amenable to renewal subject to conditions as indicated in the document.
Application Fees	Non-refundable INR 20,000/- (Rs. Twenty Thousand only) need to be paid (through online).
Earnest Money Deposit	EMD amounting INR 2, 00, 000/- (Rs. Two Lakhs only) need to be paid (through online) as per the latest norms of the Finance Department of West Bengal vide Memo No. 3975-F(Y) dated 28.07.2016. N.B. In case the entity is a medium enterprise units registered within the State of West Bengal having less than Rs.5 Cr. Turn Over in each F.Y. 2021-22, 2022-23 and 2023-24, he is exempted for payment of EMD.
Performance Bank Guarantee	Selected applicants would need to provide a Performance bank guarantee of INR 10, 00, 000/- (Rs. Ten Lakhs).
Shifts	The ITI would mandatorily need to operate in 2 shifts.
Termination of Agreement	The agreement may be terminated on various grounds as mentioned in clause of this RFP.
Trades	Courses and curriculum as defined by NCVET in which Private Training Provider (PTP) would impart training. A list of all trades under CTS is mentioned in Annexure of this RFP document
Training	Training to be provided in the trades or modules pertaining to any of the following: -CTS trades notified by DGT - NSQF as per NSDC and short term courses as per Utkarsh Bangla - Courses certified by any national/state level council and approved by Government of W.B.
Validity of the Proposal	The proposal of the intended PTP against this RFP shall remain valid for 1 year from the date of publication or execution of the agreement whichever is earlier.
Applicable fees	The Applicable fees include Admission Fees, Registration Fees, Tution Fees, Examination Fees & Caution Money.

1. Introduction & Background

1.1 Background & Introduction

1.1.1 Directorate of Industrial Training, Government of West Bengal, imparts Technical Education & Training to a substantial number of prospective and existing technicians and craftsmen in different disciplines for the existing as well as emerging industrial and non-industrial sectors of the state. This training is offered to the trainees through StateITIs(Industrial Training Institutes) under the Craftsmen Training Scheme (CTS) and they are assessed and certified by the NCVET.

1.1.2 The Government of West Bengal is in the process of establishing new ITIs under DIT, WB under Department of Technical Education and Training. DIT, WB propose to engage Private Training Providers through this RFP who would act as the End Implementing Agencies for the program by imparting training and helping to place the candidates along with functioning of the day to day activities of the Govt. ITI at Gangajalghati.

1.1.3 DIT, WB will provide the land & buildings for the ITI to the PTP to operate and function as per the agreement. No site visit shall be organized by DIT, WB for the ITI. However, layout maps of the ITI shall be available on demand.

1.1.4 100% of students / trainees will be enrolled through merit based. The reservation norms and prevailing policies of DIT, WB, shall be followed and applied for admission/ enrolment of such students.

1.1.5 The PTPs will collect the Applicable fees from all students and transfer the fees to the DIT, WB with the help of GRIPS.

1.1.6 The DIT, WB with approval of the Govt. shall provide grant to the PTP for the students admitted through the regular admission process as per the payment milestones mentioned in clause 1.8 on achieving required KPIs.

1.1.7 The PTP would not be allowed to charge any other fee apart from the applicable fees from the students. In case it is derived by DIT, WB that additional charges have been collected from students, then the matter would be considered as a breach of agreement as mentioned in clause 5.2 of this RFP document and appropriate measures would be taken.

1.1.8 Each bidder would quote the grant required to operate the institutions as per BOQ in the financial proposal.

1.1.9 The bidder would arrive at the annual grant required for the ITI taking sum total of grant required for each trade. Grant for each trade will be calculated by multiplying the per student per year quoted grant with the number of students for the trade.

1.1.10 Bidder will be selected for operation of the ITI based on the lowest annual grant quoted (arrived as mentioned in clause 1.1.9) for the ITI.

1.2 Funding

1.2.1 Land and building of the ITI at Gangajalghati, Dist. - Bankura would be provided by the DIT, WB to PTP after execution of agreement. The PTP would need to invest in terms of acquiring equipment and other furnishings in the new ITI as required to smoothly operate the ITI. A list of all the specific instruments which are required trade wise may be obtained from the following link: <http://www.dget.nic.in/content/innerpage/trade-syllabus.php>

1.2.2 The PTPs would need to incur all the recurring costs in terms of salary of staff, consumables, electricity, maintenance etc. as required for the proper functioning of the ITI. Taxes, if any on Land & Building shall be paid by DIT, WB.

1.2.3 The DIT, WB with approval of the Govt. shall provide grant to the PTP for the students admitted through the regular admission process as per the payment milestones mentioned in clause 1.8 on achieving required KPIs.

1.3 Applicable Fee

1.3.1 The Applicable fees include Admission Fees, Registration Fees, Tuition Fees, and Examination Fees & Caution Money.

1.3.2 The Applicable fees shall be collected from all the students by the PTP as per the DIT, WB/ WBSCVT notifications. The PTP would need to transfer the Applicable fees to the Govt. as per DIT, WB guideline.

1.4 Functioning of the ITI

1.4.1 The ITI would comprise of certain number of units as specified in respective Annexure 6.1 of this RFP document. The time allotment for each CTS course is as per the below mentioned table.

Sl. No	Segment	Hours/Year
A	Professional Skill (Trade Practical)	840
B	Professional Knowledge (Trade Theory)	240
C	Employability Skills	120
Total Hours		1200

1.4.2 In the first year of operation, an ITI would be at 50% of its capacity for the CTS courses.

1.4.3 The ITI would need to operate parallel units and ensure that all available CTS seats are fulfilled in the institution from the 2nd year onwards.

1.4.4 The ITI will need to mandatorily run in two shifts. PTP may run Third shift using the infrastructure, however, PTP will not charge any fees except Applicable Fees from student for running the third shift. Grant will also be provided for the student of third shift as per quoted rate.

1.4.5 PTPs would need to ensure that the recruitment guidelines of the DGT are followed for recruitment of faculty/staff. Refer to the following link for a detailed qualification requirements of faculties' <http://www.dget.nic.in/content/innerpage/trade-syllabus.php>

1.4.6 PTP can use the infrastructure as provided by the DIT, WB for only conducting skill training programs or other skill development courses. In case a PTP is found to be in violation of this RFP, then the DIT, WB has the right to terminate the agreement and the PTP would be liable for paying penalties as applicable to the DIT, WB for breach of agreement as per clause 5.2.

1.4.7 The PTPs would preferably install biometric attendance devices to capture the biometric attendance of trainers and trainees in line with the directives under the DGT and/or Govt. of West Bengal from time to time.

1.4.8 Video coverage/CCTV cameras would need to be installed for additional safety and security measures.

1.4.9 The PTP shall not engage in any training activities that conflict with the interest of the DIT, WB and Government of West Bengal under the Agreement.

1.5 Admission Methodology

1.5.1 All the students will be admitted by the DIT, WB through regular admission procedures .

1.5.2 The PTPs would need to ensure that the CTS courses are conducted irrespective of the number of students admitted in a unit. In case there is a delay in the commencement of classes from the date as specified by NCVET, it may be considered to be a breach of agreement unless otherwise decided by DIT, WB.

1.5.3 Student mobilization for admission is joint responsibilities of PTP and DIT, WB. PTP will take all initiative required for filling up the seats of the ITI.

1.5.4 If after all possible effort by DIT, WB, seats remain vacant after regular counselling process, PTP will admit students to fill the vacant seats. However, no fees/charge will be claimed by the PTP from such admitted student. Applicable grant will be provided for such admitted students.

1.6 KPI – Key Performance Indicators

DIT, WB would disburse the grant on achievement of the below mentioned KPIs.

- a) All students admitted in ITIs would need to be registered with NCVET. Grant for registration will be admissible for the number of candidates registered for a trade with NCVET. No grant will be provided if candidate registered is less than 70% of admitted trainee.
- b) PTP would need to ensure that at least 70% of the total registered trainees for the courses appear for the annual examinations. Grant for appearance will be admissible for the number of candidates appeared in annual examination. However no grant will be admissible if numbers of appeared students are less than 70% of the registered students for a trade.
- c) PTP would need to ensure that at least 70% of the total appeared students for exams secure pass marks in first attempt. Grant for pass will be admissible for the number of candidates passed in annual examination. However no grant will be admissible if numbers of students passed are less than 70% of the students appeared for a trade.

1.7 Monitoring of ITI

Performance/functioning of the PTP ITI will be monitored by "District level PTP ITI Monitoring Committee" as notified by the TET&SD Department.

1.8 Disbursement of Grant & Payment Milestones

1.8.1 Payments to the PTPs would be based on the KPI achieved.

1.8.2 The annual grant will be disbursed as per the table mentioned below:

Mile Stones of work	Payment milestone	
	For 1st Year	For 2nd Year
At least 70% of the admitted trainees get registered	10% of the annual grant per student	-
At least 70% of the total trainees registered for the courses appear for the exams.	45% of the annual grant per student	50% of the annual grant per student
At least 70% of the total trainees appeared for exams secure pass marks	45% of the annual grant per student	50% of the annual grant per student
Total Payment	100%	100%

- a. 10% of annual grant will be made on completion of registration of admitted trainees. Grant will be admissible for the number of candidates registered for a trade with NCVET. No grant will be admissible if numbers of registered students are less than 70% of the admitted students for a trade.
- b. 45% of the annual grant for the candidate appeared in annual examination would be paid at the end of 1st Year examination. For the following year, 50% of the next year's annual grant for the candidate appeared in annual examination will be paid at the end of 2nd year. Grant will be admissible for the number of candidates appeared in annual examination and no grant will be admissible if numbers of appeared students are less than 70% of the registered students for a trade.
- c. 45% of the annual grant for candidates passed in annual examination would be paid at the end of 1st Year. For the following year, 50% of the next year's annual grant will be paid at the end of 2nd year. However no grant will be admissible if number of students passed are less than 70% of the students appeared for a trade.

2. Scope of Work

2.1 Role of DIT, WB

2.1.1 Provide infrastructure in terms of land & building for ITIs.

2.1.2 Sponsor 100% of the students .

2.1.3 Identify the courses that are to be conducted at the ITI.

2.1.4 Disburse the agreed annual grant to the PTPs on the basis of KPI achieved.

2.1.5 Provide representation of the DIT, WB for the IMC.

2.1.6 Facilitate application for necessary affiliations for ITI within the specified time as per the NCVET guidelines.

2.2 Role of PTPs

2.2.1 To make the necessary investments in terms of procuring equipment as per the courses to be conducted in the ITIs and other furnishings that are required to smoothly run an ITI.

2.2.2 To operate the ITIs and take the responsibility of the daily functioning of the institutions by incurring the recurring costs.

2.2.3 To hire high quality trainers and ensure quality training being imparted.

2.2.4 To hire non-teaching staff members including Principal, Vice-Principal, Head of Instructors (Foreman) and other administrative & supporting staffs and as required for smooth functioning of the ITIs. Refer to the following link for a detailed qualification requirements of faculties

<http://www.dget.nic.in/content/innerpage/trade-syllabus.php>

2.2.5 To adhere to the KPIs as per clause 1.6 of this RFP document for the smooth functioning of the ITIs.

2.2.6 The PTPs would not be able to commence classes for CTS courses in absence of all the required affiliations and in case found otherwise, it would be considered to be a breach of agreement as per clause 5.2 of this RFP document.

2.2.7 An ITI would need to mandatorily run in **two** shifts. ITI may run CTS courses as per NCVET norms in 3rd shift. However, in any case the PTP will not charge any fees except "applicable academic fees" from the students. If CTS courses are conducted in 3rd shift, applicable grant per student per year will be provided as usual like 1st and 2nd shift.

2.2.8 To ensure that the infrastructure provided by the DIT, WB is only used for conducting vocational training courses. Any other activity should be strictly discouraged and it may lead to termination of the agreement as per clause 5.6 of this RFP document.

2.2.9 Maintain the buildings and infrastructure of the Institutes properly with the objective of providing adequate service standards to the students; In case any repairing work would be necessary, the liability for undertaking such repairing works upto Rs. 2,00,000.00 (Rupees Two Lakh only) in each occasion would be lying with the PTP unless otherwise decided by DIT, WB.

2.2.10 If seats of the ITI remain vacant after regular counselling process, PTP will admit students to fill the vacant seats. However, PTP will not charge any fees from student except "applicable academic fees". Applicable grant will be provided for such admitted students.

2.2.11 Submission of yearly audited accounts to the Director of Industrial Training, West Bengal in respect of the ITI.

3. Submission of the Proposal

3.1. Preparation of the Proposal

3.1.1. The Proposal must be submitted online at the web portal **www.wbtenders.gov.in** with the help of a digital signature certificate and shall comprise of all scanned pdf documents as per the formats enclosed with all Annexure.

3.1.2. In preparing the Proposal, the Applicant is expected to examine the RFP in detail. A copy of the RFP should be uploaded in pdf format in “Copy of RFP” sub-folder (as mentioned in point 3.1.5. c) along with a Digital Signature Certificate which would ensure that the bidder has read and accepted all the norms and conditions mentioned in this RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

3.1.3. The Applicant/Bidder would need to provide a Power of Attorney as per Annexure 6.4 depending on either bidding as a sole entity.

3.1.4. The Applicants shall bear all costs associated with the preparation and submission of the proposal, and DIT, WB shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. DIT, WB is not bound to accept any proposal, and reserve 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.

3.1.5. An applicant would have to upload the **Statutory Cover Containing the following documents** for Technical Proposal in the wbtenders.gov.in. There would be a folder named “Fee/PreQual/Technical” which would consist of 6 sub-folders as mentioned below:

Cover No	Cover	Document Type	Sub-Folder	Description
1	Fee/Pre Qual/ Technical	.pdf	Scanned Annexure	<ul style="list-style-type: none"> Scanned copy of the filled up Technical Proposal Format (Annexure 6.3) along with the supporting documents mentioned. scanned copy of the Cover Letter (Annexure 6.2) scanned copy of PAN CARD scanned copy of Certificate of Incorporation or Registration Certificate, Deed of Trust, Society, Company, MSME

				Certificate -
2		.pdf	Copy of RFP	- Copy of this RFP in pdf format along with a Digital Signature Certificate as a token of acceptance thereof.
3		.pdf	Financial Capability	<ul style="list-style-type: none"> • Audited P&L / Income Statements for the years F.Y. 2021-22, FY 2022-23 and FY 2023-24. • Audited Balance Sheet for the years 2021-22, FY 2022-23 and FY 2023-24 • CA certificate as per Annexure 6.6.
4		.pdf	HR Capability	EPF & ESI deduction details in favour of each and every employees under the employment of the PTP must be produced with a self-certified copy by the authorized person mentioning the name, contact details, joining date and education qualification of the resources as per table 5 & 6 of Annexure 6.3.
5		.pdf	Undertaking	-Scanned copy of an Undertaking in a Non Judicial Stamp Paper regarding the Private Training Provider (PTP) if any should not have been black listed by any Government/ Department/Govt. Society etc.
6		.pdf	Earnest Money& Tender Fee Deposit	Scanned copy of Earnest Money Deposit document

Note:**i.) Absence of any document may lead to cancellation of the bid.**

- i. i.) There would be a **BOQ** (.xls) under “**Finance**” folder in the wbtenders.gov.in. Applicants would be needed to fill up the BOQ for the financial quotes.
- j. ii.) Only those bidders’ financial bid folder would be opened who qualify in the Technical Evaluation.

3.2 Eligibility of Bidders

pre-requisites Qualification
Any of the following legal entity registered in India would be eligible to participate in the bid:
a. Entities registered under the Companies Act 1956/Companies Act 2013/ LLP Act/Societies Registration Act. b. University / Engineering College/ Polytechnic Institute/ ITI / College/ School/ Training Centre etc. registered under Company, Societies, Trusts, Partnership Acts etc.
The Private Training Provider(PTP) should have minimum average annual turnover of INR 2.00 Cr in the last 3 years i.e. in F.Y. 2021-22, 2022-23 and 2023-24.
The Private Training Provider(PTP) should have an average positive Net Worth as per last available balance sheet in last 03 financial years i.e. in F.Y. 2021-22, 2022-23 and 2023-24.
The Private Training Provider (PTP) should have at least 25 employees in their pay roll for least 03 year i.e. in F.Y. 2021-22, 2022-23 and 2023-24.
The Private Training Provider (PTP) should not have been black listed or de-empanelled/terminated due to non performance by any Government / Department/Govt. Society etc.
The Private Training Provider (PTP) should have been in existence for last 5 years in India. The Bidder should also have an office in West Bengal or shall set up an office in West Bengal other than the PPP ITI, if selected for Partnership.

3.3 Earnest Money Deposit

3.3.1 Every applicant participating in this RFP must furnish an Earnest Money Deposit of (EMD) INR 2, 00, 000 (INR Two Lakh only).

3.3.2 EMDs of all applicants would be returned post signing of the agreement.

3.3.3 The EMD taken from the applicant will be liable for forfeiture in the following cases

- a. When the applicant refuses to sign the 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.

3.4 Technical Proposal

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

S. No	Evaluation Parameters	Explanation of Terms and Details to be submitted	Remarks
-------	-----------------------	--	---------

1.	Financial Capability The Bidder should have an average annual turnover of INR 2.0 Crore and above during the last three years.	<ul style="list-style-type: none"> • Audited P&L / Income Statements for the years 2021-22, FY 2022-23 and FY 2023-24 need to be submitted. • Audited Balance Sheet (along with CA certificate clearly indicating turnover from training activities and Net Worth) for the years 2021-22, FY 2022-23 and FY 2023-24 need to be submitted. 	<ul style="list-style-type: none"> • For average Turnover less than INR 2.0 Crore during last 03 years i.e. 2021-22, FY 2022-23 and FY 2023-24, the bidder will be treated as disqualified. • For Average Turnover of INR 2.0 Crore and above eligibility will be awarded.
2.	Net Worth Capability The Bidder should have an average annual Positive Net Worth during the last three years.	<ul style="list-style-type: none"> • Audited P&L / Income Statements for the years 2021-22, FY 2022-23 and FY 2023-24 need to be submitted. • Audited Balance Sheet (along with CA certificate clearly indicating average gross sale of product and Net Profit) for the years 2021-22, FY 2022-23 and FY 2023-24 need to be submitted. 	<ul style="list-style-type: none"> • For average annual Net negative worth the bidder will be treated as disqualified. • For Average annual Net positive worth eligibility will be awarded.
3.	HR Capability The Bidder must have at least 25 employees in their pay roll for least 3 year.	<ul style="list-style-type: none"> • ESI, EPF number as applicable. 	<ul style="list-style-type: none"> • For less than total 25 employees irrespective of their Qualificatio

			<p>n/ Degree the bidder will be treated as disqualified</p> <ul style="list-style-type: none"> • For a minimum 25 employees irrespective of their Qualification eligibility would be awarded.
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3.4.2 All the bidders should obtained minimum criteria in each evaluation parameter as mentioned in 3.4.1 to qualify the BID of this RFP. In the Case of tie up the offer for the ITI, following method will be followed- (i) the bidder who has maximum turnover then (ii) the bidder who are operating maximum number of Pvt./PPP ITIs (NCVET courses) under their control (iii) Medium Enterprise unit (MSME) registered within the State of West Bengal as per provision laid down in the MSME Act 2006.

3.5 Financial Proposal

3.5.1 All Bidders would need to fill up their Financial Quotes in the BOQ.

3.5.2 PTPs would quote on per student per year basis for the ITI as per the prescribed format in BOQ sheet.

4. Evaluation of the Proposals

4.1 Opening of Bids

4.1.1 The Technical proposals of all eligible bidders would be opened on **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.

4.1.2 The Financial part of the bid for only the technically qualified bidders would be accessed on **the date as mentioned in Schedule of Activities** followed with the uploading of the final list of the selected bidders for the ITI.

4.1.3 The bidder, quoting the lowest rate in Financial bid i.e. the lowest aggregated amount for all the trades (to be run by ITI) will be considered for selection.

4.2 Signing of Agreement

4.2.1 On receipt of the Letter of Intent PTPs would need to submit within **the date as mentioned in Schedule of Activities** the following documents in soft copy

- a. Letter of Acceptance
- b. Duly filled up agreement
- c. Proof of registration.
- d. Security bank guarantee as per Annexure 6.5 of this RFP document.

4.2.2 On the date as mentioned in Schedule of Activities PTPs would need to be physically present at DIT, WB, Karigori Bhaban, 2nd Floor, B/7, Action Area - III, Newtown Rajarhat, Kolkata – 700160 to sign the Agreement and bring the following hard copies:

- a. Original hard copies of the documents mentioned in Technical Proposal as per clause 3.4.1 which had been submitted online
- b. Proof of registration
- c. Further documents of evidence validating the data provided in the technical proposal as stated in the Letter of Intent to be furnished.
- d. Original Agreement duly filled up

4.3 Security Bank Guarantee, Penalty and Liquidated damages

4.3.1 Selected applicant would need to provide a security bank guarantee of **INR. 10, 00, 000** (Rs. Ten Lakhs only) as per format mentioned in Annexure 6.5, within a period of 7 days from the date of receipt of Letter of Award.

4.3.2 The security bank guarantee shall be from a scheduled PSU bank drawn in favour of Director of Industrial Training, West Bengal payable at Kolkata.

4.3.3 This Guarantee shall be irrevocable and remain in full force for a period of 12 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.

4.3.4 Security Bank Guarantee shall be forfeited in the following cases unless decided otherwise by DIT, WB:

- a) When any terms and conditions of the Agreement are breached.
- b) When the PTP fails to provide the services as specified in the Agreement.
- c) Notice will be given to the PTP with reasonable time before Security Bank Guarantee is forfeited.
- d) The breach of agreement will also lead to termination of agreement in addition to forfeit of Performance Bank Guarantee.

5. Other terms& conditions

5.1. Exit Clause

- 5.1.1. The period of agreement with the PTP will be valid for 12 years. The PTP would need to carry out services for at least 03 years with additional 01 year notice period i.e. for a period of 04 years out of 12 years agreement.
- 5.1.2. A notice period of 1 year would be required for the Government of W.B to process the termination of the agreement. Once the PTP has expressed its desire to terminate the agreement, then the PTP cannot withdraw its application post commencement of the notice period. However, the PTP has to complete the training of the ongoing batches till the completion of the AITT.
- 5.1.3. The notice period may be relaxed for some deserving cases by Director of Industrial Training on behalf of the Government of W.B.
- 5.1.4. The PTP may express its desire in writing to terminate the agreement post the completion of the 4 years.
- 5.1.5. Government of W.B may also terminate the PTP after completion of the 4 years, if he desire to do so. This option may be exercised only after the session expires by giving 30 days notice.

5.2. Breach of Agreement

5.2.1. The Government of W.B will consider the agreement to be breached in case of any of the terms and conditions of this RFP including the following is violated. This list is an indicative list and not exhaustive in nature. The final judgment for a breach of agreement shall lie with the Government of W.B.

- a. It is reported that the infrastructure provided is being used for activities which are not related to vocational training or skill development courses.
- b. If it is found out that the equipment available in the ITI premises are insufficient for conducting trainings in any of the affiliated trades.
- c. If the PTP, in the judgment of the Government of W.B, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement.
- d. If the PTP is unable to commence classes for a particular year within the date as specified by NCVET.
- e. If the PTP charges any other fee apart from the designated training fee and the AITT examination fee from the students.
- f. If the PTP becomes bankrupt or otherwise insolvent.
- g. IF PTP perform any activity which is detrimental to the public policy of the Govt.

5.3. Termination of Agreement

5.3.1 The DIT, WB may terminate the agreement with the PTP for a Breach of Agreement on the ground mentioned in clause 5.2.

5.3.2 DIT, WB on behalf of the Government of W.B by a written notice of at least 30 days sent to the PTP, may terminate the Agreement, in whole or in part, at any time for its convenience.

5.3.3 In the event the Breach of Contract occurs and DIT, WB terminates the Agreement, the PTP shall forthwith but not later than 60 (Sixty) days from the termination notice transfer and hand over all the ITIs to the DIT, WB.

5.4. Force Majeure

5.4.1. Definition

- a) 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.
- b) 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.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) The Government of W.B will decide the eventuality of Force Majeure which will be binding on both the parties.

5.4.2. No Breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder 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.

5.4.3. Measures 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 fulfil 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.
- 5.4.4. 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.
- 5.4.5. Consultation: Not later than thirty (30) days after the PTP 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.

5.5. Change Orders and Agreement Amendments

5.5.1. The Government of W.B may at any time order the PTP through Notice, to make changes within the general scope of the Agreement in case of services to be provided by the PTP.

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

5.6. Dispute resolution

5.6.1. 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.

5.6.2. The agreement of the parties shall be governed by and construed in accordance with the substantive Laws of India. Any disputes or differences between the Parties arising out of or in relation to this agreement or any incidental matter there of shall be resolved amicably between the Parties, failing which the matter may be placed before the Secretary/Principal

Secretary/Additional Chief Secretary of TET&SD Department for the purpose of adjudication of the dispute / difference.

5.7. Conflict of Interest

- 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 DIT, WB 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:
- a. the bidder, its member or associate (or any constituent thereof) and any other 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 or similar provision under Company Act, 2013 . 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 sub-clause (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 DIT, WB in the preparation of any documents, design or technical specifications of the Project.

(Annexure-6.1)**RFPfor list of Trades ofITI**

Sl. No.	Name Of the ITI	District	Name of Trades with shifts/units			Seating Capacity
			Trade(s)	Unit(s)(in first shift +in second shift)	Seating Capacity	
1	Gangajalghati Government ITI	Bankura	Fitter	6 (3+3)	120	376
			Electrician	6 (3+3)	120	
			Electronic Mechanic	2(1+1)	48	
			Welder	2 (1+1)	40	
			Computer Operator and Programming Assistant[COPA]	2 (1+1)	48	

(Annexure 6.2)**6.2.Cover Letter***(On the letterhead of the bidder/ lead member)*

Dated: _____

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

Sub: Bid Response for operating Barrackpore-II Govt. ITI in West Bengal as a PTP in association with DIT, WB, Govt. of West Bengal.

Dear Sir,

1. With reference to your RFP document dated _____, 2024 we, having examined the bidding documents and understood their contents, hereby submit our bid for the aforesaid Project. The bid is unconditional.
2. We acknowledge that DIT, WB will be relying on the information provided in the bid and the documents accompanying the bid 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 bid are true copies of their respective originals.
3. We shall make available to DIT, WB any additional information it may find necessary or require to supplement or authenticate the bid.
4. We acknowledge the right of the DIT, WB to reject our bid 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 bidding 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 proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State; and
6. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the bidders to bid for the Project, without incurring any liability to the bidders.

7. We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Department of the same immediately.
8. We acknowledge and agree that in the event of a change in control of an associate whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, we shall inform DIT, WB forthwith along with all relevant particulars and DIT, WB may, in its sole discretion, disqualify our offer.
9. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DIT, WB in connection with the selection of the bidder, or in connection with the selection/ bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.
10. We have studied all the bidding documents carefully. We agree that we shall have no claim arising out of any documents or information provided to us by the DIT, WB or in respect of any matter arising out of or relating to the bidding process.
11. We agree and understand that the bid is subject to the provisions of the bidding documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our bid is rejected or not opened.
12. We shall keep this offer valid as specified in the RFP.
13. We agree and undertake to abide by all the terms and conditions of the RFP.

Yours faithfully,

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

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

(Annexure 6.3)**6.3. Technical Proposal Response Format****1. Basic Information of the Company/Partnership**

(Scanned copy of below supporting documents to be uploaded in “Scanned Annexure” sub-folder along with the scanned copy of Technical Proposal Response Format as mentioned in clause 3.1.5.a): PAN CARD, CERTIFICATE OF INCORPORATION and SERVICE TAX REGISTRATION NO. For Sole Proprietorship PAN CARD along with Updated recent TRADE LICENSE should be submitted as scanned copy.

A. “Private Training Provider(PTP)”

Name of Organization i.e. PTP	
Name of the Head of Organisation/ Key Person with Designation.	
Address of the corporate headquarters	
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

Private Training Provider (PTP)

Name	
Designation	
Address	
Telephone No.	
Email Address	
Fax No.	

4. Financial Capability of

“Private Training Provider(PTP)”

<i>As on last date of financial year</i>	Total Turnover (in Rs. crores)	Net Worth (in Rs. crores)	Net Profit (in Rs. Crores)	No. of ITI/s bided for
2021-22				
2022-23				
2023-24				

5. HR Capability of PTP as mentioned in clause 3.1.5

Sl No	Total numbers of employees in the pay roll of PTP for last 3 year (a separate list to be uploaded with desired documents)	Total numbers of employees in their pay roll having B.Tech. or equivalent degree & above for last 3 year (a separate list to be uploaded with desired documents).	Total numbers of employees in their pay roll having Diploma/ ITI degree for last 3 year (a separate list to be uploaded with desired documents). .

6. Training Capability of **“Private Training Provider (PTP)”** ITI

Sl No	Name of the Trainer	Qualification (B. Tech/ Diploma/ NTC/ NAC)

*All supporting documents related to the details given above should be scanned and uploaded to sub-folder “HR Capability” as per clause 3.1.5

Annexure 6.4

6.4. Registered Power of Attorney for Single Bidder

(To be executed on stamp paper of appropriate value)

Know all men by these presents, We, _____ (name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. _____ son/ daughter/ wife of 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 for the ‘Operation of Barrackpore-II Govt ITIT in West Bengal as a **“Private Training Provider(PTP)”** in association with DIT, WB, Govt. of West Bengal’ (the “Project”) proposed by DIT, WB, Government of West Bengal (the “Department”) 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 DIT, WB, representing us in all matters before the DIT, WB, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the DIT, WB 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 NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

- *Wherever required, the bidder 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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.*

Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

(Annexure 6.5)**6.5. Performance Bank Guarantee***(To be executed on stamp paper of INR 100 value)*

B.G. No.

Dated:

To,
 The Director of Industrial Training,
 Technical Education, Training and Skill Development Department,
 Government of West Bengal

1. In consideration of the DIT, WB, Government of West Bengal, having its office at Karigori Bhaban, 2nd Floor B/7 Action Area III New Town, Rajarhat, Kolkata - 700160 (hereinafter referred to as the “DIT, WB”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to issue on your behalf, letter of intimation of award of contract (“LOI”) in favour of _____ a Company registered under the Companies Act, 1956/2013/ trust/LLP/society and having its registered office at _____ [and acting on behalf of its PTPs] (hereinafter referred to as the “Bidder”, which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Operation of the ITI as a Private Training Provider in association with DIT, WB, Govt. of 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 at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfilment and performance of the obligations of the said Bidder as contained in the RFP document and unconditionally and irrevocably undertake to pay forthwith to DIT, WB an amount of Rs 10,00,000/ (Rupees ten lakhs only) to Rs. _____ (Rupees _____ Lakhs 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 if the Bidder 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 respect thereof on the said premises in terms of the RFP document.
2. Any such written demand made by DIT, WB stating that the Bidder is in default of the due and faithful fulfilment and performance of the obligations of the Bidder contained in the RFP Document shall be final, conclusive and binding on the Bank.
3. 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 or

any other person and irrespective of whether the claim of DIT, WB is disputed by the Bidder or not merely on the first demand from DIT, WB stating that the amount claimed is due to DIT, WB by reason of failure of the Bidder to fulfil 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 INR 10,00,000 (Rs Ten Lakhs only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 4 years and 6 months and thereafter for such extended period as may be mutually agreed between the Department/ DIT, WB and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all obligations under the agreement have been full filled.
5. We, the Bank, further agree that DIT, WB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and performance of its obligations contained in the RFP Document and the decision of DIT, WB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between DIT, WB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, DIT, WB shall be entitled to treat the Bank as the principal debtor. DIT, WB 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 fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder 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 DIT, WB, and the Bank shall not be released from its liability under these presents by any exercise by DIT, WB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of DIT, WB or any indulgence by DIT, WB to the said Bidder or by any change in the constitution of DIT, WB 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.
8. 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.
9. 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 authorised to receive the said notice of claim.

10. It shall not be necessary for DIT, WB to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which DIT, WB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised 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)

(Annexure 6.6)

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-

6.6. Format of CA Certificate

(To be submitted on the letterhead of CA Form)

Date:

-
-

To DIT, WB

This is to certify that the Annual Turnover, Gross Sale of Product and Net profit of the _____ (Name of organization) for the years 2021-22, 2022-23, 2023-24) are mentioned below:

<i>As on last date of financial year</i>	Total Turnover (in Rs. crores)	Net Worth (in Rs. crores)	Net Profit (in Rs. Crores)
2021-22			
2022-23			
2023-24			

This should be UDIN Certified