

## West Bengal Electronics Industry Development Corporation Limited

Registered Office  
Webel Bhavan, Block - EP & GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091  
Phone: 9133-2339-2228/226/327/316 'Fax: 9133-2357-1739/1708 email: contact@webel-india.com

### NOTICE INVITING OPEN TENDER

**Notice Inviting e-Tender No. WEBEL/EOT/COM/18-19/00018 Dated: 16-05-18**

**For:** EXPRESSION OF INTEREST OF OPERATION AND MANAGEMENT OF SKILL DEVELOPMENT ACADEMY OF SALT LAKE, KOLKATA.

The DY. G.M.(COMMERCIAL) on behalf of WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED invites Tender for the work detailed in table below:- (Submission of Bid Through Online Only)

Brief Description of Work	Tender Document Money (Rs) [Non refundable]	Earnest Money Deposit (EMD) (Rs) [Refundable]	Last Date and Time of Bid Submission (Online)	TECHNICAL Bid Opening Date and Time (Online)
Expression of Interest of Operation and Management of Skill Development Academy of Saltlake, Kolkata.	Rs.1,000 (In the form of DD duly pledged in favour of WBEIDC Limited )	Rs. 25,000 (In the form of DD / BG from a scheduled bank duly pledged in favour of WBEIDC Limited payable at Kolkata )	05 June 2018 12:00 PM	07 June 2018 3:00 PM
<b>BID Opening Venue</b>	<b>WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED</b> Webel Bhavan, Block - EP & GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091			

For Commercial Queries, Contact: Mr. Pratul Show, DY. G.M.(COMMERCIAL) E-Mail: pratul.show@webel-india.com

For Technical Queries, Contact: Prodip Mukhopadhyay, CEO (WIL) E-Mail: prodip.mukhopadhyay@webel-india.com

## DATE & TIME SCHEDULE

Activity / Event Description	Date	Time
Last Query Submission	25 May 2018	12:00 PM
Last Query Response	25 May 2018	2:00 PM
Publishing Last Corrigenda (if any)	25 May 2018	5:00 PM
Submission of Bid(s)	05 June 2018	12:00 PM
TECHNICAL Opening	07 June 2018	3:00 PM
FINANCIAL Opening	08 June 2018	12:00 PM

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

# NOTICE INVITING TENDER

## 1. Final submission date & time

In the event of e-filling, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "WBEIDC Ltd", payable at Kolkata and also to be documented through e-filling. Cost of Earnest Money (EMD) may be remitted through Demand Draft / BG issued from any Scheduled Bank in favour of "WBEIDC Ltd", payable at Kolkata and also to be documented through e-filling. The original Demand Draft / BG against tender fees, Earnest Money Deposit (EMD) or documents in support of Fixed Security Deposit (FSD) (scan copy of FSD should be uploaded for EMD exemption) should be submitted physically to the Advisor (Commercial), West Bengal Electronics Industry Development Corporation Ltd, Block - EP & GP, Sector-V, Salt Lake City, Kolkata-700091 under sealed cover on or before 05-06-18 12:00.

## 2. Technical Bid submission with digitally signed

The TECHNICAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

## 3. Financial Bid submission with digitally signed

The FINANCIAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

## 4. Schedule details

Submission of Technical Bid (if applicable) and Financial Bid will be done as per Time Schedule stated in this Tender Document.

## 5. Price Bid/Financial Offer only if technical bid is qualified

The price bid / financial offer of the tenderer / bidder will be considered only if the technical bid of the tenderer is found qualified by the Tender Evaluation Committee (TEC) of WBEIDC. The decision of the TEC will be final and absolute in this respect.

## 6. Display of Technically qualified bidders on the website.

The list of technically qualified bidders will be displayed on NITs website, <https://wbtenders.gov.in>.

# SECTION A

## ELIGIBILITY CRITERIA

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**1 . Minimum Annual Turnover for the last financial year**

Turnover of the last Financial Year (2016 - 2017) should be Rs.2,500,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Statutory**

**2 . Aggregate Annual Turnover**

Aggregate of Turnover of last 3 Financial Years (01-04-14 - 31-03-17) should be Rs.7,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Statutory**

**3 . Company Profile & Article of Association**

The Bidder must submit detail profile of the company and Articles of Association in the specified area of the job mentioned in this tender.

**Statutory**

**4 . Incorporation certificate**

The bidder should provide the certificate of incorporation under Comapny Act 1956.

**Statutory**

**5 . Statutory Documents-PAN Only**

Copy of valid PAN Card must be submitted with the bid.

**Statutory**

**6 . Statutory Documents-Professional Tax**

Copy of Registration Certificate for Professional Tax must be enclosed with the bid.

**Statutory**

**7 . Statutory Documents-PF**

Copies of Registration Certificate for Provident Fund along with its return submission documents are to be enclosed with the bid.

**Non-statutory**

**8 . Statutory Documents-ESI**

Copies of Registration Certificate for ESI along with its return submission documents are to be enclosed with the bid.

**Non-statutory**

**9 . Trade License**

Copy of valid Trade License is to be enclosed with the bid.

**Statutory**

**10 . Banned by Govt. or like organizations**

The bidder shall be required to give a declaration in their letter head that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board Council or similar organization has banned the bidder and later on lifted the ban, the fact must be clearly stated.

**Statutory**

**11 . Minimum number of years of existence**

The bidding firm must be in existence for 3 years or more. (Documentary evidence has to be provided along with the bid)

**Statutory**

**12 . Additional Eligibility Criteria**

OTHERS ELIGIBILITY CRITERIA ATTACHED WITH THE ADDITIONAL RFP.

**Statutory**

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

# SECTION B

## INSTRUCTIONS TO BIDDERS

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### General for e-Tender

**1 . Registration of Bidder**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://etender.wb.nic.in> . The Bidder is to click on the link for e-Tendering site as given on the web portal.

**2 . Digital Signature Certificate (DSC)**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

**3 . Search and Download**

The Bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**4 . Participation in more than one work**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

**5 . Exemption under NSIC**

Bidders who are registered with NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempted payment of bid security and Tender Fees up to the amount equal to their monetary limit. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached and documented through e filing, otherwise the Bid will be treated as cancelled. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- only as per existing policy of WBEIDC Ltd.

**6 . Submission of Tenders**

Tenders are to be submitted through online to the website stated in Clause A (i). in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

### Additional Instructions

**1 . Additional Instruction**

COPIES OF REGISTRATION CERTIFICATE FOR GST MUST BE ENCLOSED WITH THE BID. BIDDERS ARE ADVISED TO EN SYSTEM OF NOMENCLATURE (HSN) CODE & SERVICE ACCOUNTINGCODES (SAC) FOR ALL THE ITEMS.

## SECTION C

### GENERAL TERMS & CONDITIONS

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#### GENERAL TERMS AND CONDITIONS

**1. Whom to report**

Reporting: You have to report to MR. PUSPAL GHOSH & MR. GOURAB BANDHOPADHYAY for ALL purposes.

**2. Additional Terms & Conditions**

OTHERS GENERAL TERMS AND CONDITIONS ATTACHED WITH THE ADDITIONAL RFP.

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

**SECTION D**  
**SPECIAL TERMS & CONDITIONS**

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**SPECIAL TERMS AND CONDITIONS**

**1. Payment Authority**

Payment sanctioning authority: MR. PRADIP MUKHOPADHYAY, GM (WLS).

**2. Additional Terms & Conditions**

OTHERS SPECIAL TERMS AND CONDITIONS ATTACHED WITH THE ADDITIONAL RFP.

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News



# BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

SL. No.	Description / Specification	Qty	UOM	Delivery Location
1	LOCATION WISE & COURSEWISE SHARE(%) OF STUDENT	1	Nos.	HO (KOL)

## Delivery / Service Location Details

Location Code	Location Address
HO (KOL)	Webel Bhavan, Block - EP & GP, Sector - VBidhannagar, Salt LakeKolkata700091

## Payment Terms Details

Payment Terms Code	Description
MNTHLY-PAY	Monthly payments against submission of invoices, duly certified by competent authority

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

# COMPLIANCE SHEET

SL. No.	Description / Specification	Qty	UOM	Offered Specification	Compliant (Yes/No)	Deviation Details (if any)
1	LOCATION WISE & COURSEWISE SHARE(%) OF STUDENT	1	Nos.			

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

PRICE BID

The price has to be submitted online only.

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**ANNEX – EXP PROF**  
**EXPERIENCE PROFILE**

Name of the Firm: .....

List of projects completed that are similar in nature to the works executed during the last 3 (three) years, as stated above.

Sl. No.	Customer's Name	PO No. and Date	Value in Rs.	Date of Successful Completion of the job	Completion Certificate Date issued by Customer

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

Note:

- i. Certificate from the Customers to be attached
- ii. Non-disclosure of any information in the Schedule will result in disqualification of the firm

Signature of applicant including title  
and capacity in which application is made.

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**ANNEX - SAO**  
**STRUCTURE AND ORGANISATION**

1) Name of Applicant	:	
2) Office Address	:	
Telephone No.	:	
Fax No.	:	
3) Name and Address of Bankers	:	
4) Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data.	:	

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Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

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Signature of applicant including title  
and capacity in which application is made.

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**BANK GUARANTEE (BG) FORM**  
**BID SECURITY**

Whereas

.....  
(Hereinafter called "the Bidder") has submitted his bid dated..... against the RFP floated by WBEIDC Limited RFP ref:.....dated ..... (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE.....(Branch Name) of ..... (Bank Name) having our registered office at ..... (hereinafter called "the BANK") are bound unto WBEIDC Ltd. in the sum of Rs. .... for which payment well and truly to be made to the said WBEIDC Ltd, the BANK binds itself, its successors and assigns by these presents.

The Conditions of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Purchaser.
2. If the Bidder does not accept an arithmetical correction in its Bid Price.
3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the acceptance of Letter of Intent.
4. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee in accordance with the RFP.

We undertake to pay WBEIDC Ltd up to the above amount upon receipt of its first written demand, without the WBEIDC Ltd having to substantiate its demand, provided that in its demand the WBEIDC Ltd will note that the amount claimed by it is due to it owing to the occurrence of anyone or more of the above conditions specifying the occurred condition or conditions.

BG will be valid up to .....

This Guarantee will remain in force upto and including 60 days after the period of price validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

SEAL OF THE BANK

Dated: ----- day of -----(month) 20,....

Name of Witness (Signature of the Witness)

Address of Witness Date:

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EOI for Skill Development Academy.



**BID DOCUMENT**

**OPEN TENDER FOR**

**OPERATION AND MANAGEMENT OF SKILL DEVELOPMENT ACADEMY  
At SDF Building (Salt Lake), Kolkata  
To Support the IT/ ITeS/ Electronics Industry and related areas**

**Tender no. : EOT/COMM/17-18/00018 Date : 16/05/2018**

**Due Date : 05/06/2018**

**TWO PART BID  
PART-1 : TECHNO-COMMERCIAL BID  
PART-2 : PRICE BID**

**WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED  
(A Govt. of West Bengal Undertaking)  
Webel Bhavan, Block-EP & GP, Sector-V, Salt lake, Bidhannagar, Kolkata:-700091**



**Tender No : EOT/COMM/18-19/00018 dated  
16/05/2018 for Operation and Management of Skill  
Development Academy at Salt Lake, Kolkata**

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**NOTICE INVITING TENDER NO : EOT/COMM/17-18/00018 Date : 16/05/2018**

Sealed Tenders are invited for operation & management of Skill Development Academy situated at SDF Building, Salt Lake, Kolkata from organizations having sufficient experience and credentials for successful operation & management of training courses on IT, ITeS, Electronics for at least from last three years and having a functional office in Kolkata.

Brief description of work	Earnest Money Deposit (EMD) (Rs) [ Refundable ]	Start date of Tender availability at Office	Last date and time of Tender submission	Date of opening of Tender (Techno-Commercial Part)
OPERATION AND MANAGEMENT OF SKILL DEVELOPMENT ACADEMY AT SALT LAKE, KOLKATA TO Support the IT/ ITeS/ Electronics Industry and related areas	Rs.25,000/- ( In the form of DD duly pledged in favour of WBEIDC Limited payable at Kolkata)	16/05/2018	05/06/2018	07/06/2018
<b>Bid Submission &amp; Opening Venue</b>	<b>WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED (A Govt. of West Bengal Undertaking) Webel Bhavan, Block-EP &amp; GP, Sector-V, Salt lake, Bidhannagar Kolkata – 700091</b>			

The bidder can download the tender documents from WBEIDC's website [www.webel-india.com](http://www.webel-india.com) and submit the bid.

For technical queries regarding this tender please contact Mr. Puspal Ghosh, Head-New Initiatives, Mob 9830659577 or by e-mail at mail ID [puspal.ghosh@webel-india.com](mailto:puspal.ghosh@webel-india.com) and for other terms and conditions, Mr. Pratul Shaw, DGM (Commercial) by phone no. 8820990476 or by e-mail at mail ID [pratul.show@webel-india.com](mailto:pratul.show@webel-india.com) on or before **25/05/2018** (P.M). For Training Site Inspection regarding this tender, please contact Mr. Gourab Bandhopadhyay, Training Coordinator, Mob 8013950402 or by e-mail at mail ID [gourab.bandhopadhyay@webel-india.com](mailto:gourab.bandhopadhyay@webel-india.com) till 7 days before last date of submission of bid.

No queries will be entertained after the last date of submission of the bid. If tender committee feels, suitable corrigendum may be hosted in our web site.

Canvassing in any form shall be liable for disqualification.

WBEIDC Limited reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

## CONTENTS

The Tender document comprises the following:

SECTION – A	BACKGROUND & SCOPE OF WORK
SECTION - B	ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER
SECTION – C	INSTRUCTION TO BIDDERS
SECTION – D	GENERAL TERMS & CONDITIONS
SECTION – E	SPECIAL TERMS & CONDITIONS
SECTION – F	BID FORM
SECTION – G	AGREEMENT TO BE EXECUTED
SECTION – H	PERFORMANCE BANK GUARANTEE FORMAT

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

## SECTION-A

### **BACKGROUND & SCOPE OF WORK**

#### **BACK GROUND**

As a part of its ongoing initiatives to educate & train the aspirants/ youth of the State with professional skills, West Bengal Electronics Industry Development Corporation Limited (Webel/WBEIDC) (under Department of IT & Electronics, Government of West Bengal) took a pioneering role in capacity building & has identified "Industry Oriented Training Programs" as a major thrust area for economic development and employment generation in the region. The critical success factor for a continuous growth is availability of qualified manpower. Keeping this in mind, Webel, a Government of West Bengal undertaking has decided to extend Webel Learning Services to have joint initiative programs with companies/partnership firms having good track record in the field of education and skills training in IT/ ITeS/ Electronics & related fields.

Training centre of Webel Learning Services had been set up in the premise of Webel at SDF Building, Salt Lake under the supervision of WBEIDC Limited.

The Successful bidder will have to pay for all running expenses including but not limited to water, electricity, internet charges, arrange for sweeping and cleaning, insurance of the physical and technical infrastructure on as-is-where-is basis in the name of Webel, course material & training aids to the students, arrangement and payment to Manpower, Marketing & Branding expenses and day to day administration. Webel will collect course fees from the students and disburse payment to the Partner (per student basis) on submission of monthly bill/ Revenue Claim statement.

The overall operations would be commissioned and executed for a period of three years. In these 3 years, the regular up-gradation of Technical Infrastructure including computer Hardware/Software should be undertaken by the Education Partner. On expiry of 3 years, the Education Partner will have to transfer the entire infrastructure to Webel in good and tenable condition.


#### **SCOPE OF WORK**

In this model, the Successful Bidder (The Education Partner) will be handed-over the training centre. Under this arrangement Webel will provide physical infrastructure (on as-is-where-is basis) and the successful bidder will provide and technical infrastructure, content, manpower and is responsible for training delivery. The successful bidder will also have to play a crucial role in enrolling students for these courses.

The successful bidder will also have to bear all other costs of operation and management of the training centre like, course material, Marketing & Branding as well as cost towards water, electricity, phone, broadband, etc. The responsibility of security of the whole infrastructure including technical infrastructure lays on the successful bidder, i.e the education partner.

Each Bidder may quote for the centre. In this model, the Successful Bidder (The Education Partner) will be handed-over this training centre on as-is-where-is basis and The Education Partner will have to build up technical infrastructure & additional physical as necessary for running the approved courses. The bidder has to quote a single rate separately for each unit. The rates are to be quoted for a period of 03 (Three) years and purely on percentage of revenue sharing basis on Student Course fee i.e. X: Y format, the former figure 'X' being the revenue share of WBEIDC (subject to minimum of 20%), Y being the revenue share of Partner (in addition to the fixed subscription amount of Rs.65000/- per month exclusive of GST).

The successful Bidder will have to deposit a Security Deposit of Rs. 5,00,000.00 ( Rupees Five Lakh only) in the form of DD/Bank Guarantee from any Scheduled Bank valid for a period of Three years + 90 days from the date of issuance of Letter of Intent (LOI). On submission of this Security Deposit within 14 days of issuance of LOI, the Agreement (format given in Section- G of this tender document ) will be signed for a

	<b>Tender No : EOT/COMM/18-19/00018 dated 16/05/2018 for Operation and Management of Skill Development Academy at Salt Lake, Kolkata</b>	Page 4of 33
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period of 3 (Three) years. If the Successful Bidder fails to submit the security deposit within 14 days, the LOI will automatically be cancelled.

WBEIDC (Webel) has full air conditioned physical infrastructure at SDF Building, Salt Lake, Kolkata Centre on as-is-where-is basis which consists of 1 Reception area, 3 Classroom Centres (of 20 seats each), 1 Faculty / Administrative / Staff room & 1 Counselling Room.

The Successful Bidder has to provide technical infrastructure, any additional physical infrastructure (as required necessary) as well as, manpower and make the Academy operational within 90 days from the date of issuance of the Letter of Intent (LOI).

The Successful Bidder will have to submit the course curriculum to Webel for approval along with lesson plan after the issuance of the LOI. Fees to be collected from students by education partner in favour of WBEIDC (no cash/cheques shall be collected), as per the mode advised by WBEIDC. On submission of bill/revenue claim statement payment will be released to the Education Partner. The Successful Bidder will have to maintain proper book of accounts and Webel will have the right to check the book of accounts and take copy of same, if required.

The training centre thus formed will be named as 'Webel-XXXXX Training/ Skills/ Career Academy' (Name of the Initiative / Institute).

The services to be provided by The Education Partner (Successful Bidder) will include the following:-

- a) The Education Partner shall appoint faculty/teaching staff with adequate knowledge in imparting teaching and training to students.
- b) There may be entry level, intermediate and/or final tests during the training program, wherever required.
- c) There will have to be flexibility on the schedule of the training program depending on the exigencies of the situation.
- d) The Education Partner shall deliver course material to participants, wherever applicable.
- e) The Education Partner shall be responsible for proper completion of the course.
- f) The Education Partner & Webel shall jointly provide Certificates to all successful participants/students-
- g) The Education Partner shall provide placement assistance to the successful students as per Industry requirement and Webel has no responsibility towards this.
- h) The Education Partner shall cover all the miscellaneous expenses including Marketing & Branding incurred for imparting training at the Centre.

#### **Recommended Methodology to be adopted by the Successful Bidder/ Education Partner for Test and Evaluation**

- The marking of the examination will be based on Course work.
- Course work may consist of Assignment(s) and/or Practical Test(s) as applicable.

#### **Course Delivery**


##### **Lesson Plan**

Each unit will have a lesson plan and outline of syllabus. All lectures must follow the lesson plan so as to ensure complete coverage of the syllabus.

##### **Course Feedback**

Feedback will be taken to assess the quality of training and the understanding level of the students.

**Training Courses can be conducted by the Education Partner** from time to time based on Industry demand, with approval from Webel.

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**Selection of Faculty may be done by Education Partner.**


'The Education Partner' has to complete necessary technical infrastructure, any additional infrastructure(as required necessary), recruitment of manpower, the Marketing Endeavour and make the Academy operational within 90 (Ninety) days of issuance of LOI.

'THE EDUCATION PARTNER' should keep visiting all Departments of Government, Education Institutions, Industries, Business Centres & other prospective customers explaining about the Training Programs & submit proposals to those entities.

Webel will provide physical infrastructure like table, chair, etc on as-is-where-is basis. The Successful Bidder will have to bear all other costs of operation & management paying fixed costs including but not limited to the costs of rent for the premises, electricity, telephone, broadband expenses, Marketing & Branding, Manpower, etc.

'THE EDUCATION PARTNER' will submit the Course Curriculum to Webel along-with Lesson Plan.

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

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## **SECTION- B**

### **ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER**

1. Organizations (companies, Partnership Firms) involved in education and training can only participate. Supporting documents are to be attached.
2. Total Turnover of last three (3) Financial Years should be Rs. 70 Lakhs or above i.e 2014-15, 2015-16 & 2016-17.
3. Valid PAN, Registration certificates for GST, Professional Tax, Factory or Shop & Establishment, PF, ESI & Trade License, Certificate of Incorporation & Article of Association, Partnership Deeds are to be enclosed with the bid.
4. The bidder shall be required to give a declaration on their letter head that they have not been banned by any Government Agencies / Government Department / Quasi Government Department / PSU / Board / Council or similar organization. If any Government Agencies / Government Department / Quasi Government Department / PSU / Board / Council or similar organisation has banned the bidder and later on lifted the ban, the fact must be clearly stated

**In absence of any one of the above, the offer will be treated as non-responsive and WBEIDC will have the right to decide accordingly. WBEIDC reserves the sole right to select successful bidders according to their credentials.**

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

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## SECTION – C

### INSTRUCTIONS TO BIDDERS.

Bidders are advised to study all instructions and information in the tender documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the document with the full understanding of its implications.

Each Bidder shall submit only one bid by itself. A Bidder who submits more than one bid will be disqualified.


The response to this tender document should be full and complete in all respect. Failure to furnish all information required by the tender documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the earnest money deposit.

Interested Bidders are required to submit their techno-commercial and price bids in two separate sealed envelopes as per instructions given below: -

The firm/company shall seal & mark various parts of the proposal as follows:

- A) Techno Commercial Bid in one envelope super- scribed with words: -  
**“Techno Commercial Bid for Operation & Management of Skill Development Academy at Salt Lake, Kolkata for IT/ITeS/Electronics Training”**, “Tender No. EOT/COMM/17-18/00018 Date : 16/05/2018”. This envelope will also contain the EMD and Tender Document Fees in separate small envelope inside it. *All Techno-Commercial Bids must be accompanied by a security as Earnest Money Deposit (EMD) in the form of a DD from a Schedule Bank payable at Kolkata drawn in favour of West Bengal Electronics Industries Development Corporation Ltd*
- B) Price Bid in one envelope super- scribed with words **“Price Bid for Operation & Management of Skill Development Academy at Salt Lake, Kolkata (for IT/ITeS/Electronics Training)”** and Tender No. EOT/COMM/17-18/00018 Date : 16/05/2018”
- C) All the envelopes shall be sealed in a covering envelope super scribed with words **“Tender No.: Tender No. EOT/COMM/17-18/00018 Date : 16/05/2018”, Techno Commercial Bid & Price Bid for Operation & Management of Skill Development Academy at Salt Lake, Kolkata (for IT/ITeS/Electronics Training)” & “Do Not Open Before 05/06/2018, at 15.00Hrs”.**

The sealed envelope containing the sealed Techno Commercial Bid and Price Bid should be addressed to the **Deputy General Manager (Commercial), WBEIDC Limited, Block-EP & GP, Sector –V, Salt Lake, Kolkata -700 091**, through post / speed post / Courier or dropped personally within the stipulated time in the tender box kept with him . No other mode of delivery shall be accepted. WBEIDC Ltd will not be responsible for any postal delay. *Any bid received after the expiry of the time will not be accepted.*

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### (C.1) TECHNO COMMERCIAL BID

The Techno Commercial Bid should consist of the following documents:

1. **Technical proposals submission letter on the letterhead of the company/partnership firm clearly indexing the enclosures. This proposal submission letter should bear the reference no. and date, without which the bid may be treated as non responsive.**
2. Bid Form shall be duly filled and signed as per format on the letterhead of the bidder.
3. Original Tender document duly stamped & signed on each page, as a token of acceptance of all terms and conditions laid down in the tender document.
4. Detailed profile of the company, Articles of Association or The Partnership Deed (as the case may be).
5. Details of Functional office at Kolkata with Staff details along with their PF numbers.
6. All relevant documents as asked in Eligibility Criteria.
7. Business Projection for the Financial Year 2018-19 with this Joint-Initiative
8. The bidder should submit the detail of the Proposed Course as per the following format with **necessary supporting documents.**

Sl.No.	Course/ Trade	Norms for Compliance							
		Yr(s). of Exp.in Conducting the trade	No. of Students trained	Faculties & their details	Software & Hardware, Tools / Equipment used	Duration of Course (in Hours.)	Association with National/ International organisation	Names of reputed clients	Any other credentials to highlight
1									

9. Copy of Audited balance sheet to accompany the bid for 2015-16, 2016-17 & 2017-18 (Un-Audited), Attested Copy of PAN Card, Service Tax Registration Certificate, Professional Tax Certificate and company Registration Certificate, current Trade License Certificate.
10. EMD & Tender Document Fees in separate envelope.

### (C.2) FINANCIAL PROPOSAL

Price Bid as per format provided in BOQ to be submitted online through e-tender portal. Insertion of Price bid in techno-commercial proposal will result in cancellation of the bid. Price bid not in the price bid format given in this tender document or any conditional bid will be summarily rejected.

## SECTION - D

### GENERAL TERMS AND CONDITIONS

#### (i) Schedule of the Tender

The tender document shall be submitted on or before **05/06/2018** to **Deputy General Manager (Commercial), WBEIDC Limited**, Block-EP & GP, Sector –V, Salt Lake, Kolkata -700 091.

#### (ii) Amendment of Invitation

At any time 3 days prior to the deadline for submission of proposals, WBEIDC reserves the right to add / modify / delete any portion of this document by issuance of a Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of the bid documents (Techno Commercial as well as Price Bid). To afford the Bidders reasonable time to take the corrigendum into account in preparing bid, Webel may extend, if necessary, the deadline for submission of the bids.

#### (iii) Earnest Money Deposit (EMD)

The Bidder shall furnish an EMD of Rs. 25,000.00 (Rupees *Twenty Five Thousand* Only) in the form of a demand draft from a Scheduled Bank payable at Kolkata duly pledged in favour of **West Bengal Electronics Industry Development Corporation Limited** payable at Kolkata. The EMD shall be submitted with the techno commercial bid in a separately sealed envelope. Any bid not accompanied with the valid EMD in *the form of a demand draft* shall be summarily rejected.


The EMD will be denominated in Indian Rupees Only. No interest will be payable to the bidder on the amount of the EMD.

Earnest money will be refunded to the unsuccessful bidders after receiving application from them (attaching the money receipt in original) as promptly as possible, but not later than 60 days after the award of contract to the selected organization.

In case of successful bidders EMD will be returned on submission of interest free till security deposit of Rs.5,00,000/- (Rupees Five Lakh Only) deposited in the form of renewable Bank Guarantee (format given) for a validity period of 39 months from the date of issuance of Guarantee from the bank. Successful bidders (Education Partners) may alternatively submit the security amount in the form of Demand Draft from any scheduled bank in favour of **West Bengal Electronics Industries Development Corporation Limited**, payable at Kolkata.

**Earnest money of the bidder is liable to be forfeited & lawful action may be taken** in case of:-

- If a bidder withdraws his/her bid or increase its quoted prices during the period of bid validity or its extended period , if any , or
- In case of a successful bidder, if the bidder fails to sign the contract or to furnish Performance Bank Guarantee within the specified time in accordance with the format given in the Tender.
- During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalisation. The decision of WBEIDC Limited regarding forfeiture of the EMD shall be final & it shall not be called upon to question under any circumstances.
- During the bid process, if any information is found wrong / manipulated / hidden in the bid, the decision of WBEIDC Limited regarding forfeiture of the EMD shall be final & it shall not be called

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upon to question under any circumstances.

- e) If the bidder fails to accept the corrections made by the authorised representative of Webel during the examination of Bids and Determination of Responsiveness.

**(iv) Amendment of Proposals**

In order to afford prospective Bidder reasonable time to make amendment in their proposals, WBEIDC may, at its discretion, extend the deadline for the submission of proposals. However, no such request in this regard shall be binding on WBEIDC.

**(v) Language of Proposal & Correspondence**

The proposal submitted by the Bidder should be in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WBEIDC will be in English language only. A duly signed formal copy must subsequently confirm the correspondence by fax / e-mail. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English Language, attested by a Gazetted Officer in which case, for purposes of interpretation of the bid, the English translation shall prevail.

**(vi) Modification and Withdrawal of Bids**

- (a) Bidder may modify or withdraw its bid after bid submission, provided that the modification or withdrawal is received by WBEIDC prior to the deadline for submission of bids.  
(b) The Bidder's modification or withdrawal letter shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked "MODIFICIATON" or "WITHDRAWAL", as appropriate.  
(c) No bid shall be modified by the Bidder after the deadline for submission of bids.  
(d) No bid shall be withdrawn by the Bidder after the deadline for submission of bids. Withdrawal of bids during the interval between the deadline for submission of bids and the expiry of the period of bid validity without giving any satisfactory explanation for such withdrawal shall result in the forfeiture of the EMD/Bid Security and disqualification from the participation in any tender of Webel for a minimum period of two (2) years.

**(vii) Proposal Currency**

Prices shall be quoted in **Indian National Rupees**, inclusive of all prevailing taxes, levies, duties, etc. mentioning breakups thereon.


**(viii) Period of Validity of Proposals**

The offers shall remain firm within the currency of contract and no reduction or escalation will be allowed. The quoted offer must be valid for a minimum period of **one year** from the date of Contract/MOU. Webel reserves the right for seeking extension of validity of offered rates from the Education partners. Acceptance of such request during actual offer is however optional to the Bidder.

Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

**(ix) Formats and Signing of Proposals**

The original proposal shall be neatly typed and shall be signed by an authorised signatory / signatories on behalf of the Bidder. The authorisation shall be provided by written Power of Attorney accompanying the proposal. The person or persons signing the proposal shall initial all pages of the

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proposal, except for un-amended printed literature. The proposal should not contain interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorised signatory after striking out the original words / figures completely.

**(x) Sealing and Marking of Proposals**

Bidder shall seal & mark various parts of the proposal as mentioned in the Instruction to bidders above. Every envelope and forwarding letter of various parts of the proposal shall be addressed as follows:

**DGM (Commercial)  
WBEIDC Limited  
Block – EP & GP, Sector-V  
Salt Lake Electronics Complex  
Kolkata-700 091**

Signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures with **company seal** shall seal the envelope without which the bid will be summarily rejected. The envelope should bear the name and address of the bidder very neatly written in the left lower corner, without which the bids cannot be recognised and hence will be summarily rejected. Proposals sent through fax / e-mail shall not be accepted. WBEIDC shall not be responsible for delay on account of delivery by the postal authorities as well as of courier companies. Such delivery shall be at the risk and cost of the bidder.

If the envelopes are not sealed and marked as required above, WBEIDC shall assume no responsibility for the proposal's misplacement or premature opening. **The bid in such case will be treated as nonresponsive and Tender Committee will have the right to decide accordingly.**

**(xi) Deadline for Submission of Proposals**

Proposals will be received by WBEIDC at the specified address not later than 05/06/2018, at 12.00Hrs. WBEIDC may, at its discretion including any administrative reason may extend this deadline.

**(xii) Late Proposals**


Any proposal received by WBEIDC after the deadline for submission of proposals, as referred above **shall not be accepted.**

**(xiii) Clarification of bid:**

No Technical / Commercial clarifications generated from the bidders will be entertained after opening of the tender. However, if tender committee feels, it may ask for supporting/missing/incomplete documents in respect of the claim of the Bidder including documents relating to the eligibility criteria and the Bidder has to submit supporting document as well as written clarifications required by the tender committee within three days.

**(xiv) Exemption of Bid Security:**

The bidders (small scale units) who are registered with National Small Scale Industries Corporation, i.e, **NSIC, UNDER SINGLE POINT REGISTRATION SCHEME** for the **TENDERED ITEMS** are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "**NO LIMIT**", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs) only as per existing policy of WBEIDC LTD. A proof regarding current registration with NSIC for the **TENDERED ITEMS** will have to be attached along with the bid. Registration other than NSIC (& Under Single Point Registration Scheme) will not be entertained.

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**(xv) Bid Opening**

- 1(a) WBEIDC's authorised representative will open the bids, in the presence of Bidder's authorised representatives not more than two who choose to attend, at the time and date specified. The Bidder's representatives who are present shall sign a Register evidencing their attendance.
- (b) The tenders shall be opened at the time set forth in the document. Bidders or their authorized representatives are invited to be present and to put their signatures on the records of tender opening as each tender is opened.
2. WBEIDC's authorized representative will open the Envelops in the following order:
  - a. Envelope marked WITHDRAWAL/MODIFICIATON
  - b. Envelope marked Techno Commercial Bid and Price Bid.
  - c. Envelope marked Techno Commercial Bid.
  - d. Envelope marked EMD and Tender Document Fees.
  - e. Envelope marked Price Bid.
- (3) At the time of Techno-Commercial Bid Opening WBEIDC's authorised representative will announce
  - a. Bidder's Name,
  - b. Withdrawal/Modification of Bid, if any,
  - c. The presence or absence of Bid Security
- (4) WBEIDC's authorised representatives shall prepare for own records, to be signed by the Bidders Representative(s) attending the Bid opening, Minutes of Bid opening incorporating the information disclosed during the bid opening.
- (5) The Bid for which an acceptable notice of withdrawal has been submitted shall not be opened.
- (6) The Bid not accompanied by acceptable Bid Security shall not be opened.
- (7) After opening of Techno Commercial Bid, WBIEDC will evaluate and determine the qualifying bids.
- (8) Opening of Price Bid shall be on completion of successful Technical Bid evaluation,
- (9) WBEIDC's authorised representative will open Price Bid of those Bidders who's Bids have qualified in Techno Commercial Part.

**(xvi) Examination and Determination of Bids**

Prior to the detailed evaluation of bids, WBEIDC will determine whether each bid (i) meets the required eligible criteria; (ii) has been properly signed; and (iii) is accompanied by the required securities.

**(xvii) Correction of Errors**

Bids determined to be substantially responsive will be checked by the authorised representatives of Webel/WBEIDC for any arithmetic errors. Errors will be corrected by such authorised representative where there is discrepancy between the amount in figures and in words will govern.

The corrections made above will be communicated to the respective Bidder. Such corrections shall however be binding on the Bidder. If the Bidder does not accept the corrected amount, his bid will be rejected and the EMD shall be forfeited.

Bids determined to be substantially responsive will be checked by the authorised representatives of Webel for any arithmetic errors. Errors will be corrected by such authorised representative where there is discrepancy between the amount in figures and in words will govern.

The corrections made above will be communicated to the respective Bidder. Such corrections shall however be binding on the Bidder. If the Bidder does not accept the corrected amount, his bid will be rejected and the EMD shall be forfeited.



(xix) **Evaluation and Comparison of Bid**

a. General

The bids will be evaluated and compared by Webel in the following order so as to make a selection for the complete work covered under the Bid Document.

- i. Techno-Commercial part (for all the Bidders who submitted the bid).
- ii. Price part (for only those Bidders whose bids are responsive in Techno-Commercial part).
- iii. The Bidder must mention the names of the training centre location for which the bid is being applied for.

b. Procedure for evaluation

i. Techno-Commercial part

1. Step 1: Responsiveness of the Bid

- a. WBEIDC shall verify whether the Bidder has submitted the appropriate EMD amount along with its bid. In the event the appropriate EMD is not furnished or not in the correct format, the said Bid will be out rightly rejected.
- b. WBEIDC will evaluate and compare the bids to determine whether the bid fulfill all the eligibility criteria as laid down in Section B of the Tender Document.

2. Step 2: Only those Bidders whose bids fulfill all the criteria under Step 1 shall be evaluated and duly considered by WBEIDC. During the evaluation the following points are to be taken care of and Price bid will be opened for those bidders only.

- i. Minimum 3 yrs. of experience in imparting Training in the field of IT/ITeS/Electronics & related fields (Supporting documents are to be submitted),
- ii. Total Turnover for last three (3) Financial Years should be Rs. 70 Lakhs or above (supporting documents are to be submitted)

ii. Price Part

1. Step 1: Price Evaluation

- a. Webel will evaluate only the bids which are found responsive during the evaluation of Techno-Commercial part of the bid.
- b. Price Bids will be evaluated after making any correction of errors.
- c. Bids of only those Bidders who offer a fixed subscription amount of Rs. 65,000/- per month (exclusive of GST) will be considered.
- d. Webel will evaluate its share per enrolment offered by the Bidders and proportionate marks will be allotted to the same in the manner provided in the table hereinafter.
- e. Bids of only those Bidders who offer a minimum 20% sharing ratio with WBEIDCL (in addition to the fixed subscription of Rs.65000/- per month exclusive of GST).

Sl. No.	Criteria	Complied/Not Complied	Remarks
	<b>Technical Evaluation</b>		
1	Minimum 3 yrs. of experience in the field of providing Training in IT/ITeS/Electronics (Supporting documents are to be attached).		
2	Total Turnover for last three (3) Financial Years should be Rs. 70 Lakhs or above.		
	<b>Price Evaluation</b>	<b>Percentage Share</b>	
4	Webel's revenue share (percentage) share per enrolment of students.		

(xx) **False Declaration:**

If at any point of time before the awarding of contract, any information furnished by the Bidder is found to be false/incorrect/manipulated/hidden in the Bid or otherwise, then WBEIDC shall have the right to cancel the bid of the Bidder.

(xxi) **Awarding of Contract**

Webel will award the contract to the Successful Bidder whose bid is found eligible and highest revenue sharing ratio offered to Webel (subject to minimum of 20%). However, Webel reserves the right not to accept Highest Price bid without assigning any reason what so ever and the Bidder will not challenge such decision in any forum. On selection of the Successful Bidder(s), Letter of Intent (LOI) will be issued by the Commercial Department of Webel and/ or MOU will be signed by the Appropriate Authority of Webel.

If after awarding of the Contract and/or issuance of LOI it is found that any information furnished by the Successful Bidder during Bid Process was false/incorrect/manipulated/hidden in the Bid or otherwise, WBEIDC shall have the right to cancel such contract and the Security Deposit shall be forfeited by WBEIDC.

The successful Bidder will have to deposit a Security Deposit of Rs. 5,00,000.00 ( Rupees Five Lakh only) in the form of DD/Bank Guarantee valid for a period of Three years + 90 days from the date of issuance of the Letter of Intent (LOI). On submission of this Security Deposit within 14 days of issuance of LOI, the Agreement (format given in Section- G of this tender document) will be signed for a period of 3 (Three) years. If the Successful Bidder fails to submit the security deposit within 14 days, the LOI will be cancelled and Webel will be free to award the contract to any other party.

**SECTION – E  
SPECIAL TERMS AND CONDITIONS**

**1. Interpretation of documents**

The Bidder shall be deemed to have carefully examined the tender documents and also to have satisfied himself as to the nature and character of the work to be executed and other relevant matters/details. If any Bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to Webel for correction / clarification or interpretation before 7 days of submission of the bid. In the event WBEIDC issues any corrigendum as provided in clause (ii) of Section D, the Bidder shall make a written request to the Tender Authority for correction/clarification or interpretation within 03 day(s) of the issuance of such corrigendum.

**2. Splitting of the Contract and Curtailment and increment of Work**

WBEIDC reserves the right to split up and distribute the work among the Successful Bidders at the winning rate.

**3. Payment Terms**

The fees from the students will be collected by education partner in favour of WBEIDC (no cash/cheques shall be collected) in Advance in full / installments as per the mode advised by WBEIDC Ltd. The Successful Bidder will have to pay a fixed subscription of Rs.65,000/- per month in the form of DD pledged in favour of West Bengal Electronics Industries Development Corporation Limited within 15<sup>th</sup> of every month.

'The Education Partner' will pay Webel revenue share of the admitted students' Course Fee Collection latest by 91st day of the date of issue of LOI (whichever is earlier).

**The Education Partner** will have to submit bill enclosing the details of revenue collected to Webel. If the supporting documents and invoice(s) submitted by **the education partner** are in order, the payment will be made by Webel to the education partner on submission of bills assuming that the **Education Partner** has cleared all the dues of faculty, staff salaries and other payments. Applicable Taxes will be deducted at source and Webel shall issue TDS certificate to the education partner in due course of time (Applicable tax is extra).

**4. Deduction of Tax at Source**

Deduction of all statutory and necessary Tax as applicable from time to time from each bill will be made as per Government Rules prevailing at the time of payment. The Company will issue necessary tax deduction certificate in due course of time.


**5. Applicable Tax (viz. GST)**

Applicable tax shall be collected by WBEIDC from the students as applicable from time to time and shall be paid to the authorities. In the event tax is payable for the contract between WBEIDC and the Education Partner, the same will be reimbursed by 'The Education Partner' to WBEIDC or the said amount will be deducted by WBEIDC from the payment to be made to the Education Partner.

**6. Preparation of Tender**

Tender shall be submitted in accordance with the following instructions:

- i) Tenders shall be submitted in the prescribed forms. All signatures shall be in longhand. Where there is conflict between the words and the figures, the figure shall govern.

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- ii) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- iii) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, electronic, telegraphic or telephonic proposals for modifications will be acceptable.
- iv) Tenders shall be delivered to the office as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tender. The packet of documents including the tender shall be enclosed in sealed envelope having the title of the work and the name of the bidder.
- v) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- vi) Each and every page of the tender document must be signed with date and company seal by the bidder. This is required to show that the bidder has accepted all the terms and conditions mentioned in this tender document.

#### 7. Assignments

No Consortium will be allowed to participate in the Bid process. The Bidder will not be allowed to subcontract any of its obligations under the terms and conditions of the Tender documents without the prior written consent of MD, WBEIDC.

#### 8. Tax Registration Certificate

Bidders submitting a tender shall produce up to date GST, Income Tax and Professional Tax registration, Trade License as well as copy of latest returns submitted in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of submission and should be attested by a gazetted officer. In case of non attestation by a gazetted officer, the bidder will have to produce the original copies of the document to the Evaluation Committee.

#### 9. Canvassing


Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render itself liable to penalties, which may include removal of its name from the register of approved Contractors.

#### 10. Liquidated Damage

In the event of failure to meet the delivery schedule/targets in stipulated date/time, liquidated damage will be imposed on the Education Partner for sum of Rs.10,000/- for each week or part thereof, subject to a ceiling of Rs. 1,00,000.00 ( Rupees One Lakh Only). In the event of LD exceeds Rs.1,00,000.00 (Rupees One Lakh Only), WBEIDC reserves the right to terminate the contract & forfeit the BG and WBEIDC will get the job completed by any other competent party. The difference of cost incurred by WBEIDC to get the work completed will be recovered from the earnest money/ BG deposited by the Successful Bidder.

#### 11. Security Deposit

The Successful Bidder will have to deposit interest free security deposit as DD/Bank Guarantee of Rupees Five (5) Lakhs, within 14 days of issuance of LOI. On submission of this Security Deposit (SD), the Agreement (format given in Section- G of this tender document) will be signed for a period of 3 (Three) years. If the Successful Bidder fails to submit the security deposit within 14 days, the LOI will be cancelled and Webel will be free to award the contract to any other party. This interest free SD will only be released after the

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completion of contract period. If the Bidder fails to meet the delivery schedule, WBEIDC reserves the right to forfeit its security deposit.

## 12. Non-Performance

As stated in the Draft MOU/ Agreement placed at the end of this Tender Document.

## 13. Delivery

The Successful Bidder has to complete the technical infrastructure, any additional physical infrastructure, recruitment of Manpower, Marketing Endeavour within 90 (Ninety) days of issuance of LOI.

The successful bidder should keep visiting all Departments of Government, Education Institutions, Industries, Business Centers & other prospective customers explaining about the Training Programs & submit proposals to those entities.

The course curriculum as accredited / approved is required to be submitted to Webel for concurrence along with lesson plan.

## 14. Acceptance of Tender

The final acceptance of the tender will rest with Webel who is not bound to accept the highest tender. It reserves the right to reject in part or in full any or all tender(s) received and/or to split up the work among the bidders without assigning any reason thereof.

## 15. Non escalation of Price

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

## 16. Price Validity

The quoted offer and/ or rate must be valid for a minimum period of 180 Days from the date of opening the tender. Webel reserves the right for seeking extension of validity of offered rates from the Successful Bidder. Acceptance of such request during actual offer is however optional to the Bidder.

## 17. Quantity or Place variation


The Successful Bidder may be asked to supply the same service at the same rate at different places and / or at the same place within this contract period, which they are bound to accept.

## 18. Price

- A) **Price should be quoted strictly in the Price Bid format only in BOQ to be submitted online through e- tender portal.**
- B) No deviation in any form in the Price Bid sheet is acceptable.
- C) Webel's Share in Rupees (per enrolment) quoted should be fixed (by percentage share & Course Fee per course exclusive of all taxes) which shall not be altered subsequently for any reason whatsoever.
- D) Percentage / specified amount of taxes & duties should be clearly mentioned otherwise WBEIDC reserves the right to reject such offer.
- E) No extra cost, other than that mentioned in Price Bid would be taken into account.

## 19. Discrepancies and Adjustment thereof

- Discrepancy between description in words and figures, the rate, which corresponds to the words quoted by the bidder, shall be taken as correct.

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- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate, the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

## 20. Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Managing Director, WBEIDC Ltd. or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to by the Managing Director, WBEIDC vacates his office on resignation or otherwise or being unable to act as arbitrator for any reason whatsoever, the Managing Director shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Education Partner will have no objection in any such appointment that arbitrator so appointed is employee of WBEIDC Ltd. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.


The arbitration shall be held in Kolkata only.

## 21. Governing Laws

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

## 22. Force Majeure Condition

If the execution of the contract is delayed beyond the period stipulated in the LOI /Work Order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood, earthquake or any such act of nature, war, riots, civil commotion, then WBEIDC LTD may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBEIDC LTD, the LOI / work order shall be read and understood as if it had contained from its inception the execution date as extended.

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**SECTION - F**

**BID FORM**

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head)

Ref No.: (Mandatory)

Date: (Mandatory)

To,  
The Deputy General Manager (Commercial)  
WBEIDC Ltd.  
Webel Bhawan  
Block EP & GP, Sector-V  
Salt Lake Electronics Complex  
Kolkata-700091

Dear Sir,

Having examined the Bid documents by, the undersigned, and offer to undertake the job of 'Operation & Management of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

We agree to abide by this bid for the period of 6 (six) months from the date fixed for price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period.

This bid, together with your written acceptance thereof and your order / notification of award, shall constitute a binding contract between us.

We understand that WBEIDC reserves the right to accept in full / part or reject any or all the bids received or split order within successful bidding without any explanation to bidders and its decision on the subject will be final and binding on Bidder. We also understand that WBEIDC is not bound to accept the highest bid for placement of order.

We have given an EMD of Rs. 25,000.00 (Rupees Twenty Five Thousand only) (DD No \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_) along with the technical document.

We also undertake to submit an interest free Security Deposit of Rupees Five (5) Lakhs from a scheduled bank within 14 days of issuance of LOI.


Dated, this .....day of .....2018.

.....  
Signature

.....  
(In capacity of)

Duly authorised to sign bid for and on behalf of  
(Name and Address of the Bidder)

(Affix Official Seal)

	Tender No : EOT/COMM/18-19/00018 dated 16/05/2018 for Operation and Management of Skill Development Academy at Salt Lake, Kolkata	Page 20 of 33
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**SECTION - G**

**AGREEMENT TO BE EXECUTED FOR SKILL DEVELOPMENT ACADEMY AT SALT LAKE (SDF)**

This agreement is made this ----- day of \_\_\_\_\_ Two Thousand Seventeen between WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LTD., a company incorporated under the Companies Act 1956 having its Registered Office at Webel Bhawan, Block EP & GP, Sector – V, Salt Lake City, Kolkata 700 091 within the jurisdiction of P.S. Bidhan nagar (East) hereunder for the sake of brevity referred to as “**Webel/ WBEIDC**” ( which expression unless excluded by or repugnant to the context shall include its successor or successors and permitted assigns) of the First Part

And

-----, a Company / firm with the provisions of the Indian Companies Act, 1956/ Indian Partnership Act having its registered office at ----- and functional office in Kolkata at----- hereinafter referred to as “**Education Partner**” (which expression unless excluded by or repugnant to the context shall include its successor or successors and permitted assigns) of the Second Part.

WHEREAS Webel (a Government Company) is a nodal agency of the Department of IT & Electronics, Government of West Bengal for the development of IT, ITeS & Electronics Industries including training and skill development of manpower for IT, ITeS & Electronics Industries in West Bengal.

WHEREAS ----- has represented that they are ----- and Training business under the brand name of “-----” and having -----in Kolkata and a Training Unit dedicated for coaching and preparing manpower for -----.


WHEREAS WEBEL and ----- are planning to jointly conduct IT/ ITeS/ Electronics training program in the Skill Development Academy situated at Module : 517 & 518, SDF Building, Block : GP, Sector- V, Salt Lake, Kolkata-700 091 towards skill building enhancement of employability of local youth. So, Webel floated an open tender [EOT/COMM/18-19/00018 dated **16/05/2018**] and M/s ----- offered the most competitive rate of @ \_\_\_\_% of the basic course fees (Excluding Service Tax) per enrolment of student for each Centre.

NOW THEREOF IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER AND PARTIES HERETO AGREE AS FOLLOWS:

NOW THEREOF IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER AND PARTIES HERETO AGREE AS FOLLOWS:

**Definitions:** For the purpose of this agreement, the following terms shall have the meaning ascribed to them herein under.

- a. **Net Collection Amount:** Net Collection amount shall mean and include gross collection minus services tax and any other taxes applicable to such collection in the future.
- b. **Force Majeure Event :** Force Majeure event shall mean and include fire, earthquake, flood, epidemic, war, civil commotion, acts of God, terrorism, worldwide economic down turn and any other matter or cause beyond the control of the parties.
- c. **Intellectual Property Right:** For the purpose of this agreement shall mean rights out of or in connection with all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under each and every jurisdiction throughout the world.

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Intellectual property includes copyrights, rights of privacy and publicity and other forms of intellectual and any other protected rights.

d. **Training Center:** Center shall mean place/premise for conducting training programmes.

**1. Principal Understanding :**

M/s \_\_\_\_\_ being fully aware that all the terms and conditions of tender No. EOT/COMM/18-19/00018 dated 16/05/2018 will be binding on the Education Partner, -----, specifically agree to operate and manage the training centre at SDF Building, Salt Lake, Kolkata as Webel- \_\_\_\_\_ Academy in favour of Webel or Webel- M/S \_\_\_\_\_ joint banner (wherever applicable) and undertake full responsibility to execute the Projects by imparting high quality training in IT/ITeS & Electronics as per the requirement of Customer (different institutions/ Government offices and individual students) and Webel.

In the event of expiry or earlier termination of this agreement, Webel will continue the training centre with any other Education Partner and the name of Joint Initiative will be changed accordingly.

Webel will provide physical infrastructure like table, chair, etc in the Training Centre (on as-is-where-is basis). The Training Centre which consists of 1 Reception, 1 Counselling/ Discussion area, 3 nos. of Classroom/LAB(s), 1 Faculty / Administrative / Staff Room.

The Successful Bidder will have to bear all other costs of operation & management including Marketing & Branding, Manpower, course material, training equipment, additional physical infrastructure, technical infrastructure, requisite proprietary course-oriented Technical Software as well as cost towards water, electricity, phone, broadband, sweeping & cleaning, marketing & branding, etc, maintenance of the entire training centre including assets provided by Webel.

Education Partner undertakes to operate the training centre as allotted by Customer / Client (different institutions/ Government offices and individual students) / self acquired with its Manpower and bear all other running expenditure.

'The Education Partner' will use the whole infrastructure as a Licensee and the responsibility of security & maintenance of the whole infrastructure including technical infrastructure lies on the education partner.


Nothing in this Agreement shall be deemed to create any tenancy/leasehold interest in the infrastructure in favour of the Education Partner. It is specifically agreed between the parties that no interest in the said infrastructure is being transferred in favour of the Education Partner under this Agreement. The intention of the parties is to create a licence of permissive user in favour of the Education Partner in respect of the training centre for the period mentioned herein.

'The Education Partner' will operate the training centre for 3 years with its manpower and transfer the physical as well as technical infrastructure in good and tenable condition after 3 years from the date of signing the agreement.

On termination of the contract, 'The Education Partner' will have to hand-over the entire infrastructure in good and tenable condition. Any damage of infrastructure will be adjusted from the security deposit valid up to \_\_\_/\_\_\_/2021 ) and setting of other dues of the partner.

'The Education Partner' will pay Students' Course Fee being \_\_\_\_\_% of the admitted students' Course Fee Collection, (besides a fixed Subscription of Rs.65,000/-per month from the date of commencement of classes or 91<sup>st</sup> day of the date of issue of LOI (whichever is earlier).

The Education Partner hereby projects Revenue generation from this Joint-Initiative of \_\_\_ Lakhs, \_\_\_ Lakhs & \_\_\_ Lakhs during FY 17-18 (pro-rata), FY 18-19 and FY 19-20 respectively.

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## 2. Period of Contract :

This agreement shall take effect on the date hereof and shall remain in force and effect for a period of 3 years. Either party shall have right to terminate the same by giving 90 days notice. In case of termination of this agreement, both the parties will comply with their respective responsibilities up to completion of the on-going projects/courses.

In the event, the Education Partner is failing to deliver the agreed deliverables within the time frame given by the customer (different institutions/ Government offices and individual students), the agreement may be terminated, after serving a notice to the Education Partner for compliance. In the event, the Education Partner fails to deliver within the said notice period, the contract may be terminated and Security Deposit may be forfeited.

If the Education Partner fails to give any notice and suddenly terminates the Agreement in the midst of execution of any education project for which students have been enrolled, Education Partner (if necessary) may (with prior approval of Webel) introduce any other competent party to Webel for getting the job completed positively within a stipulated time, failing which, Webel has the right to introduce any other competent party to get the job completed and shall recover the cost from PBG / Interest free Security Deposit. In case such cost is more than the PBG amount, Education Partner shall be liable for the entire extra cost to be incurred by Webel to complete the said project.

## 3. Renewal of Agreement:

In-case, The Education Partner is willing to continue, they should apply to Webel in writing 90 days before the expiry of 3 years contract. If Webel decides, the agreement can be renewed for a further period. A fresh BG/DD of same amount with validity period + 90 days claim period will have to be submitted by the education partner, before signing the renewal agreement.

## 4. Brand development and / marketing:

'The Education Partner' shall be entitled to use after taking permission from Webel to use Webel's Name, Style, Logo in brand development and/or marketing and promotion during the tenure of this agreement, but shall not incur any liability on behalf of Webel or in any way pledge or purport to pledge Webel's credit or make any contract binding on Webel.

## 5. Location:

Modules 517 & 518, 4<sup>th</sup> Floor, SDF Building, Block-GP, Sector-V, Salt Lake, Kolkata-700 091 developed by Webel.


## 6. Sub- Contracting:

The Education Partner under no circumstances shall subcontract any of its obligations under this Agreement.

The Education Partner under no circumstances shall discharge its responsibilities for execution of any education projects to any third party, unless it is permitted by Webel in writing for special cases. However, The Education Partner may enter into contractual agreement with any local service provider (LSP) in specific areas for the purpose of smooth execution of education project (with prior inspection & written approval of Webel, after necessary inspection ensuring the requisite expected quality delivery) by assigning a part of responsibilities to LSP under stipulated terms and condition mutually agreed between THE EDUCATION PARTNER and LSP, as per The Education Partner's own discretion.

## 7. Rights & Obligation of Webel:

- a) Webel will provide classroom with physical infrastructure on 'as is where is' basis for the training set-up.
- b) The physical infrastructure should have tables, chairs, interior work and A.C in the Training Academy.
- c) Webel will collect fees & other receivables from the Students and disburse to Education Partner its share of the collections in the agreed and defined rate obtained through the Open Tender


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EOT/COMM/18-19/00018 Date: **16/05/2018**. The Education Partner would further raise invoice (Bill) to claim its share of the collection.

- d) Webel shall engage coordinators for monitoring the administrative operation of the training academics. The role of the Coordinators is to coordinate with 'Project Head' to be identified by The Education Partner.
- e) Webel should certify the successful students on their own or jointly with the Education Partner.
- f) Webel reserves the right to get feedback from the students in prescribed format and evaluate the performance of Education Partner.
- g) Webel reserves the right to check the CV of faculty, if so required and may advise the Education Partner to take appropriate measure, which the Education Partner is expected to achieve.
- h) Webel shall extend their support and co operation to M/S \_\_\_\_\_ by approval of any proposed new industry oriented courses, opening any training centers (if required on demand basis for Govt. sponsored or affiliated projects), certification to the students, approval of advertisement material in the name of Webel.
- i) Webel shall not introduce any third party for the purpose of execution of any project, which may be bagged though the Education Partner's efforts, unless the 'The Education Partner' gives their consent in writing.
- j) Webel shall share 'order copies' with 'The Education Partner' against each Corporate / Government funded Projects which will be bagged by the 'The Education Partner's efforts/initiative in favour of Webel.

#### **8. Rights and Obligations of Education Partner :**

- a) The Education Partner would be responsible for submitting a PBG or DD of Rs. 5,00,000/- (Rupees Five Lakhs Only ) in favour of WBEIDC Limited with a validity period of 3 years + 90 days from the date of issue.
- b) The Education Partner' would be responsible for building up any additional physical infrastructure (as necessary for running the approved courses), technical infrastructure, paying fixed costs including but not limited to the costs of rent for the premises, electricity, telephone and broadband expenses, etc.
- c) 'The Education Partner' would be responsible for proper security arrangement, cleaning arrangement, water and maintenance of the infrastructure.
- d) Be responsible for handing over monthly Management Information Service (**MIS**) in the format as required by Webel.
- e) Course curriculum for the courses to be held at the Training Academy, as listed in Annex-1 below.
- f) Appoint skilled faculty/teaching staff and provide other related training materials required for training of all courses. The teaching staff should have proper qualification / skill sets and have adequate knowledge and experience in imparting teaching and training to students. Webel reserves the right to verify the qualification / skill sets of the teaching staff, if so required.
- g) The Education Partner would be responsible for Marketing & Branding, handling enquiries, Counseling, enrollment and maintaining books of account and so recruit Manpower as necessary for each such training centre.
- h) Proper completion of courses, conducting examination and ensure timely joint- certification of the students.
- i) The education partner shall protect & Secure IP of Webel.
- j) To use the training centers only for the purpose of conducting Training / R&D / Examinations and for approved purpose only.
- k) To ensure adequate & optimum technical equipment(s) / resource(s) in connection with respective trade(s) must be available within the training centre for imparting quality training.
- l) 'The Education Partner' shall keep their own marketing team moving for getting leads to different govt. funded skill development training business under the name of Webel. All cost towards undertaking such marketing should be borne by The Education Partner. However, 'The Education Partner' shall prepare proposals / presentations in consultation with Webel which may be required on case-to case basis.

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- m) In addition to the already existing courses of Webel, 'The Education Partner' shall design new course and syllabus with recommended fee, keeping a close eye to Industry/ market need and shall obtain the approval from Webel.
  - n) 'The Education Partner' may bring lead for applying to any Tender document under the banner of Webel. 'The Education Partner' may bear all cost of procuring such tender document and may agree to deposit earnest money/ bank guarantee in favour of Webel on case to case basis and Webel shall ensure to award the job to The Education Partner.
  - o) 'The Education Partner' shall take all sort of statutory clearances for such activities at its own cost in the name of the Academy.
  - p) To permit Webel, its employees, agents or servants with or without workmen during reasonable hours in day time to enter into the training centres or any part thereof to view and examine the state and conditions thereof.
  - q) 'The Education Partner' agrees to indemnify, defend and hold WEBEL, its directors, HOD's, officers, agents, employees and other related parties harmless from and against any and all liabilities, damages, loss, expenses, claims, demands, suits, fines or judgments that include reasonable attorneys fees, costs and expenses, incidental thereto which may be suffered by, accrued against charges to or recoverable from any WEBEL, by reason of any claim arising out of or relating to any act or error or omission or misconduct of Education Partner, its directors, officers, agents, employees or sub-contractors.
  - r) 'The Education Partner' shall install & maintain requisite proprietary course oriented Technical Software as required for conducting the courses.
- 9.** The Education Partner shall be responsible and liable under all circumstances for payment of salaries, wages and other statutory obligations including PF, ESI, entitlements, etc. and other legible and dues of the personnel who are engaged by them for the purpose of performing the job undertaken by them under this agreement. Webel shall not in any way be responsible for such payment.

The Education Partner agrees and undertakes that all statutory dues and obligations and liabilities in respect of personnel engaged by them will be promptly paid and discharged by them and all statutory provisions relating to the agreement of such personnel will be strictly complied with including but not restricted to those of the Industrial Dispute Act, the Workmen's Compensation Act, the Minimum Wages Act, Contract Labour (Regulation and Abolition) Act and such matters as relate to the wages and salaries and other duties, contributions and other requirements of Employees Provident Fund, professional tax regulations etc and payments of compensation for death, injury or accidents. The Education Partner will ensure full and proper compliance for all personnel deployed by them of all applicable laws, rules, regulations and other statutory requirements in carrying out their duties and obligations hereunder. No such personnel will, for any purpose, be treated or claim to be employees of Webel and Webel will have no obligation or liabilities whatsoever in relation to any of them. The Education Partner shall also obtain all sorts of statutory clearance for running such centre. Webel shall not be liable for payment of any fees or charges for the statutory clearance of the same. However Webel may support any such needs as required by statutory authorities such as recognising The Education Partner and identity.

- 10.** The Education Partner will frame admission procedure, rules and regulations for the administration and running the Training Centre which is in concurrence with the standard terms and policies that 'The Education Partner' follows at all its teaching and training delivery which inter-alia includes :-
- a) Selection, appointment, remuneration and termination of teaching and non teaching staffs.
  - b) Selection and admission of the students.
  - c) Operation and management of training centre.
- In addition to the already existing courses, The Education Partner shall design new course title and syllabus with recommended fee, keeping a close eye to Industry/ market need and shall obtain the approval from Webel.
- d) Jointly in consultation and approval of Webel fix the admission fees of proposed courses.

11. The Education Partner shall not be entitled to mortgage, encumber or create a charge over any of the goods/ properties/ technical infrastructure/ physical infrastructure provided by Webel.

**12. Commercial Terms :**

a) Webel's share per enrollment over and above the fixed subscription of Rs.65,000/-per month to WBEIDC Ltd through Demand Draft in favour of 'West Bengal Electronics Industry Development Corporation Limited' in as listed below.

b) a) **Share payable to WEBEL per product as listed below:**

Sl.	Name of Courses	Course fees per student (Rs.)	GST Amount @ 18% (in Rs.) or as applicable	Total Amount (Rs.) per Student	Webel's share per Student (___%) of Course Fee (excl. tax) in Rs.

Note: All courses have Soft Skills built into the program. The cost of providing Courseware to the students has been included within the Course-Fee. The above is an indicative list and may change depending on the modification of Courses / change in the fee-structure based on the industry requirements.

The Education Partner hereby projects Revenue generation from this Joint-Initiative of \_\_\_ Lakhs, \_\_\_ Lakhs & \_\_\_ Lakhs during FY 17-18(pro-rata), FY 18-19and FY 19-20 respectively.

Webel shall disburse \_\_\_\_\_% of the Collected Revenue (exclusive of GST) to 'The Education Partner' on back to back basis on receipt of Claim Statement from 'The Education Partner' (based on prior payment received by Webel from students / Corporate/ Government Clients).

In-case of individual self-funded students, the fees from the students will be collected through Student Fee Book / Demand Draft in favour of 'West Bengal Electronics Industry Development Corporation Limited' payable at Kolkata.

In-case of Corporate / Government funded Projects; 'The Education Partner' shall collect payment through RTGS / Demand Draft in favour of 'West Bengal Electronics Industry Development Corporation Limited' payable at Kolkata after procurement of required Invoice from Webel.

**13. Accounting Process :**

- The Education Partner would raise Revenue Share Claim Statement/invoice (Bill) to claim its share of the revenue collection.
- Webel would release the payment against the invoices submitted by the Education Partner. Webel shall release share of revenue to Education Partner as agreed in Revenue Sharing model after deducting TDS, as applicable from the entire amount received based on break-up as mentioned in Claim Statement submitted by Education Partner.
- In case of refund to the students/ customers the same shall be borne by both the parties as per the sharing ratio mentioned in this agreement.
- Any new statutory taxes would be incorporated (as applicable) in writing.
- GST as applicable from time to time shall be collected by Webel from the students and shall pay applicable service tax to the authority against all collections.
- In the event GST is payable for the contract between Webel and the Education Partner, the same will be reimbursed by the Education Partner to Webel or the said amount will be deducted by Webel from the payment to be made to the Education Partner.

g) All fees of individual self-funded students shall be deposited in the Webel's Bank Account / Demand Draft in favour of 'West Bengal Electronics Industry Development Corporation Limited' payable at Kolkata since inception.

**14. Payment Terms:** The fees from the students will be collected by WBEIDC in Advance by lumpsum payment/ installment payment. 'The Education Partner' will have to submit Revenue Claim Statement/ bill to Webel. If the supporting documents submitted by 'The Education Partner' are in order, the payment will be made by Webel to 'The Education Partner'. Applicable Taxes will be deducted at source by WBEIDC before the payment is made to 'The Education Partner'.

'The Education Partner' has to furnish a self declaration about clearing all the dues like electricity, telephone and faculty and other staff salaries of 'The Education Partner'

'The Education Partner' will pay \_\_\_\_\_% Webel revenue share of the admitted students' Course Fee Collection from the date of start of admission or 91st day of the date of issue of LOI (whichever is earlier) Or adjusted against security deposit submitted.

**15. Termination:**

- (a) Non payment of the fixed subscription amount of Rs. 65,000/- for a period of consecutive 2 (two) months will lead to termination of the contract and forfeiture of the security deposit.
- (b) If after signing of the Agreement it is discovered that any information furnished by the Education Partner during Bid selection Process or thereafter was false/incorrect/manipulated/hidden in the offer/bid, or otherwise, Webel shall have the right to terminate the Agreement with immediate effect and the PBG/ interest free security deposit shall be forfeited by Webel.
- (c) In the event 'The Education Partner' fails to provide (i) the requisite technical & additional physical infrastructure (if necessary) and/or (ii) The Manpower and/or (iii) make the Academy operational within 90 days of the date of issuance of the LOI or and/ or (iv) deliverables as specified in orders received from Corporates/ Institutions/ Government funding Departments or if 'The Education Partner' terminates the Agreement without any notice, Webel reserves the right to terminate the Agreement and forfeit the interest free SD/BG and Webel will get the job completed by any other competent party, wherever applicable. The difference of cost incurred by Webel to get the work completed will be recovered from the Education Partner.
- (d) Either party shall have the right to terminate the Agreement on mutual consent with a valid cause by giving 90 days notice. However, both the parties will comply with their respective responsibilities up to completion of the on-going projects/courses.
- (e) WBEIDC Ltd. reserves the right to cancel LOI/ Agreement if the agreed delivery schedule is not adhered to by the Education Partner. Any loss arising out of delays in the project shall be on the Education Partner's account.
- (f) WBEIDC will have the right to terminate the Agreement on the ground of non-performance and the PBG will be forfeited. The Education Partner hereby projects Revenue generation from this Joint-Initiative of \_ Lakhs, \_\_ Lakhs & \_\_Lakhs during FY 17-18(pro rata), FY 18-19 and FY 19-20 respectively.

**16. Consequences of Termination by either party:**

- a) 'The Education Partner' shall complete all courses of existing students. Training Courses of the students admitted prior to the notice period shall continue to be done by the Education Partner, by arranging a separate training facility outside the campus of Training Academy after the notice period. Procedures on Joint Certification for such students will be done by both parties.

- b) The accounts shall be reconciled on the effective date of termination and shall be shared between Education Partner & Webel within reasonable time.
- c) No new enrollment of students shall be done after the notice of termination has been served by either party.
- d) Either party shall have a claim over the dues.
- e) The entire infrastructure including the premises shall be handed over to Webel free of cost in good and tenable condition.
- f) Either party shall have a claim over the dues.
- g) 'The Education Partner' will hand over to Webel all documents including documents relating to the training course & management of the Academy.

#### **17. Transfer of Infrastructure on Expiry of Agreement**

##### **(A) General Scope of Transfer/Payment**

After the expiry of the contract of Three (3) years, or on earlier termination of this Agreement by either party, the entire infrastructure (including the technical infrastructure) shall stand transferred to Webel.

##### **(B) The Education Partner's Obligations**

The obligations of 'The Education Partner' during the transfer of the infrastructure on the expiry of the contract shall be, without any claim or demand unless otherwise provided by this Agreement, to:

- (a) hand over peaceful, unencumbered and un-encroached possession of all infrastructure, including the technical infrastructure to Webel free of cost;
- (b) transfer all its rights titles and interests in the entire infrastructure which are required to be transferred to Webel in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard at its cost;
- (c) hand over to Webel all documents including but not limited to documents relating to the training courses & management of the Academy;
- (d) transfer or cause to be transferred to Webel any Project Contracts Agreements which are (i) valid and subsisting, (ii) capable of being transferred to Webel and (iii) those which Webel has chosen to take over, and cancel or cause to be cancelled such Project Contracts/ Agreements not transferred to Webel;
- (e) After due consultation with Webel, remove from the Project Site all such moveable assets which are not taken over by Webel or to be transferred to Webel at its cost;
- (f) prior to transfer of the entire infrastructure, 'The Education Partner' shall ensure that the infrastructure including all the essential and optional facilities have been renewed and cured of all defects and deficiencies as necessary so that the infrastructure are compliant in accordance with the Specifications and Standards set forth in this Agreement and Good Industry Practice.


#### **18. Delivery:**

'The Education Partner' has to complete necessary technical infrastructure, any additional infrastructure(as required necessary), recruitment of manpower, the Marketing Endeavour and make the Academy operational within 90 (Ninety) days of issuance of LOI.

'THE EDUCATION PARTNER' should keep visiting all Departments of Government, Education Institutions, Industries, Business Centres & other prospective customers explaining about the Training Programs & submit proposals to those entities.

Webel will provide physical infrastructure like table, chair, etc on as-is-where-is basis. The Successful Bidder will have to bear all other costs of operation & management paying fixed costs including but not limited to the costs of rent for the premises, electricity, telephone, broadband expenses, Marketing & Branding, Manpower, etc.

'THE EDUCATION PARTNER' will submit the Course Curriculum to Webel along-with Lesson Plan.

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**Recommended Methodology to be adopted by the Successful Bidder/ Education Partner for Test and Evaluation**

- The marking of the examination will be based on Course work.
- Course work may consist of Assignment(s) and/or Practical Test(s) as applicable.

**Course Delivery**

**Lesson Plan:**

Each unit will have a lesson plan and outline of syllabus. All lectures must follow the lesson plan so as to ensure complete coverage of syllabus.

**Course Feedback**

Feedback will be taken to assess the quality of training and the understanding level of the students.

**Training Courses can be conducted by the Education Partner** from time to time based on Industry demand, with approval from Webel.

**Selection of Faculty may be done by Education Partner.**

**19. Liquidated Damage :**


In the event 'The Education Partner' fails to provide (i) The technical Infrastructure & any additional infrastructure (if any as required) and/or (ii) The Manpower and/or (iii) make the Academy operational within 90 days of the issuance of the LOI and/ or (iv) deliverables as specified in orders received from Corporates/ Institutions/ Government funding Departments, liquidated damage will be imposed on 'The Education Partner' subject to a ceiling of Rupees 1,00,000.00 (Rupees One Lakh only). In the event of Liquidated Damages amount exceeds Rupees 100,000.00 (Rupees One lakh only), WBEIDC reserves the right to terminate the agreement and forfeit the PBG. In case of Execution of projects, the LD will be determined as per the criticality of the project. WBEIDC reserves the right to terminate the Agreement and forfeit the PBG and WBEIDC will get the job completed by any other competent party (if necessary) wherever applicable. The difference of cost incurred by WBEIDC to get the work completed will be recovered from the earnest money / PBG deposited by 'The Education Partner'. Additionally, in case the 'The Education Partner' fails to start a project as agreed-upon within the time-period or deliver as specified by the Customer, and the Customer imposes any liquidated damage on Webel, the 'The Education Partner' shall be liable to bear the same in full and undertake that Webel have no liability to incur such damages as imposed by the Customer.

**20. Notices:** All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or sent by mail, postage prepaid addressed to the respective company.

1. WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LTD.  
Webel Bhawan, Block EP & GP, Sector-V, Salt Lake City, Kolkata 700091.
2. M/s \_\_\_\_\_  
\_\_\_\_\_, PO – \_\_\_\_\_, District: \_\_\_\_\_ Pin: 7\_\_\_\_\_.

**21. Entire Agreement:** This agreement contains the entire agreement of the parties restricted to the activities and services as specified in this agreement, and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties (but not excluding those stated in the LOI or deliverables as specified in orders received from Corporates/ Institutions/ Government funding Departments in favour of Webel).

**22. Amendment:** The terms and conditions of this agreement may be reviewed after six months and modifications or amendments, if any may be incorporated.

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- 23. Severability:** If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 24. Waiver of Contractual Right:** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- 25. Applicable Laws:** All disputes and differences arising out between the parties hereto out of and relating to this Agreement which cannot be settled mutually shall be referred to arbitration by a sole arbitrator being the Managing Director Webel or any person appointed by him and the proceeding shall be governed under the Indian Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Kolkata and all disputes will be subject to Kolkata jurisdiction only.
- 26. Force Majeure:** Neither party shall be liable for any failure or delay in its performance or for non-performance due to circumstances beyond its reasonable control including but not limited to circumstances such as Acts of God, flood, earthquake, civil commotion, war, riots, state embargoes, or any act of nature, etc. However, one party shall inform the other of such a situation as soon as practicable. If Force Majeure conditions continue beyond a period of 3 months, the parties shall then mutually decide about the future course of action.
- 27. Security Deposit :**The Education Partner has submitted a security deposit of Rs. 5,00,000/- (Rupees Five Lakhs Only) in the form of DD/Bank Guarantee from a scheduled bank duly pledged in favour of WBEIDC Limited within 14 days of issuance of LOI with a validity period of 3 years + 90 Days. The details of PBG are as follows:

BG No:

Date of issuance:

Valid up to:

Issuing Bank & address of Bank:..... Bank, ..... Branch, ..... Kolkata-70....

Both the parties agree to adjust any due of 'The Education Partner' from the PBG and any breach of this agreement by the 'The Education Partner' will attract forfeiture of this BG by Webel

**28. Deduction of Tax at Source:**

Deduction of all statutory and necessary Tax as applicable from time to time from each bill will be made as per Government Rules prevailing at the time of payment.


**30. GST:**

- GST shall be collected by WBEIDC from the students and shall be paid to the authorities.
- In the event GST is payable for the contract between WBEIDC and the Education Partner, the same will be reimbursed by the Education Partner to WBEIDC or the said amount will be deducted by WBEIDC from the payment to be made to the Education Partner.

All other terms and conditions of Tender No. EOT/COMM/18-19/00018 dated 16/05/2018 will be applicable.

**Signed and delivered by**

<b>FOR: WBEIDC Ltd</b>	<b>FOR: M/S _____</b>
SIGNATURE:	SIGNATURE:
NAME:	NAME:

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DESIGNATION:	DESIGNATION:
PLACE:	PLACE:
WITNESS 1:	WITNESS 1:
WITNESS 2:	WITNESS 2:

**Annexure-1**

**Training Courses in brief:**

Course	Description	Hours	Minimum Eligibility	Duration in Months

The Above mentioned courses may be changed/alterd/re-designed from time to time based on Industry demand.

Refer SkillReporter for Tenders, RFP, Jobs, EOI, News

**SECTION – H**  
**PERFORMANCE SECURITY GUARANTEE BOND**

WHEREAS ....., hereinafter called the “The Education Partner” has agreed in pursuance of Tender No ..... dated ... 2018 to build the technical infrastructure and undertake the Design, Development, Installation, Operation and Administration including Maintenance and Management (as detailed in the ‘Scope of Work’, in the relevant Tender document) of the Education Centre.

AND WHEREAS it has been stipulated in the said Contract Agreement that the “Education Partner” shall furnish a Performance Guarantee (“the Guarantee”) from a Nationalised bank for the sum of Rs. 5,00,000.00 (Rupees Five Lakhs only) as security for the performance of aforesaid work as per the agreement;

AND WHEREAS we \_\_\_\_\_ (herein after referred to as “the Bank”, which expression shall be deemed to include its successors and permitted assigns) have agreed at the request of the Education Partner to give to West Bengal Electronics Industries Development Corporation Limited (hereinafter referred to as WBEIDC), the Guarantee:


THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums not exceeding Rs. 5,00,000.00 (Rupees Five Lakhs only) only in aggregate claimed by WBEIDC due to it under the Agreement dated ..... provided, however, that the maximum liability of the Bank towards WBEIDC under this Guarantee shall not, under any circumstances, exceed Rs. 5,00,000.00 (Rupees Five Lakhs only) in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from WBEIDC stating that the amount claimed is due to WBEIDC which shall not be called in question, in that behalf and without delay/demur or set off, pay to WBEIDC’s authorised representative (West Bengal Electronics Industry Development Corporation Ltd., Webel Bhavan, Block EP & GP, Sector - V, Bidhannagar, Salt Lake, Kolkata - 700 091) any and all sums demanded by WBEIDC under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from WBEIDC to the Bank shall be sent at the following address:

(Set out designation of the authorised officer of the Bank which will issue the Guarantee and its address)  
Attention - \_\_\_\_\_.

Project: “Webel – xxxx Skills/ Training Academy” (Name of the Initiative/ Institute)

3. This Guarantee shall come into effect from ....., 2013 and shall remain in force upto a period of 38 months from the date of its execution. However, if this Guarantee is valid for a lesser time period, ‘The Education Partner’ shall renew this Guarantee prior to the expiry date of this Guarantee
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - i) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  - ii) Any breach or non-compliance by the Education Partner with any of the terms and conditions of any Agreements/credit arrangement, present or future, between the Education Partner and the Bank.
5. The Bank also agrees that WBEIDC at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Education

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Partner and notwithstanding any security or other guarantee that WBEIDC may have in relation to the Education Partner's liabilities.

6. The Bank undertake to pay to the WBEIDC any money so demanded notwithstanding any dispute or disputes raised by the Education Partner in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Education Partner shall have no claim against the Bank for making such payment.
7. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of WBEIDC or any other indulgence shown by WBEIDC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
8. This Guarantee shall be governed by the laws of India and only the courts of Kolkata shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.
9. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. 5,00,000.00 (Rupees Five Lakhs only) and shall remain in force upto and including ..... (day/ month/year).
10. All rights of WBEIDC under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBEIDC brings any demand or action to enforce a claim under this Guarantee against the Bank within six (6) months from the above mentioned date i.e within ..... (Day /month/year).
11. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
12. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MD of WBEIDC in writing.

Dated this ..... Day of .....2018

Witness

(Signature)

(Name)

Bank Rubber Stamp

(Official Address) Designation with Bank Stamp

Plus Attorney as per Power of

Attorney No.

Dated:


(Name)

Designation with Bank Stamp

(Official Address)

Plus Attorney as per Power of Attorney No.

Dated:

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