



BID DOCUMENT

TENDER FOR: OPERATION AND MANAGEMENT OF DISTRICT TRAINING CENTRES AT FIVE DISTRICT HEAD QUARTERS
In the premises of District Administration in the districts of 24 Parganas-North, Nadia, Malda, Purulia and Jalpaiguri.

Tender no.: EOT/COMM/21-22/00024, Date: 02/08/2021

Due Date: 18/08/2021(15.00 Hrs)

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

NOTICE INVITING TENDER NO.: EOT/COMM/21-22/00024 Date: 02/08/2021

E-Tender is invited for the following job from a firm having sufficient experience and credentials for successful completion of similar nature of work preferably in a Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. Similar nature means relating to Operation and Management of District Training.


Brief description of work	Tender Document Money (Rs) [Non Refundable]	Earnest Money Deposit (EMD) (Rs) [Refundable]	Start date of Tender download	Last date and time of Tender submission	Date of opening of Tender (Technical Part)
OPERATION AND MANAGEMENT OF DISTRICT TRAINING CENTRES AT FIVE DISTRICT HEAD QUARTERS In the premises of District Administration in the districts of 24 Parganas-North, Nadia, Malda, Purulia and Jalpaiguri.	Rs. 500.00 (In the form of DD duly pledged in favour of WBEIDC Limited payable at Kolkata)	Rs.3,000.00 (In the form of DD duly pledged in favour of WBEIDC Limited payable at Kolkata)	02/08/2021	18/08/2021 12:00 Hrs.	18/08/2021 15:00Hrs.
Bid submission & Opening Venue	WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LTD., (A Govt. of West Bengal Undertaking) Webel Bhavan, Block-EP & GP, Sector-V, Salt Lake, Kolkata – 700091.				

The bidder can download the tender documents from WBEIDC's website www.webel-india.com and submit the bid with a Demand Draft of **Rs.500.00** (Rupees Five hundred only) duly pledged in favour of **WBEIDC Limited** payable at Kolkata.

For any technical queries regarding this tender please contact Mr. Puspall Ghosh, Dy.GM (EDUCATION), WBEIDC Ltd By Contact No:9830659577 & e-mail at mail ID puspal.ghosh@webel-india.com and Mr. Gourab Bandhopadhyay, Coordinator (Education), Contract no 8013950402 & e-mail at mail ID gourab.bandhopadhyay@webel-india.com for other terms and conditions, Mr. Pratul Show, GM (Commercial), mail ID pratul.show@webel-india.com on or before 11/08/2021, 12.00 P.M. No queries will be entertained after this time frame.

If tender committee feels, suitable corrigendum will be published in www.webel.in & NIC web site before 12/08/2021 for the information of all prospective bidders.

Canvassing in any form shall be liable for disqualification.

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SECTION-A

BACK GROUND & SCOPE OF WORK.

BACK GROUND

As a part of its ongoing initiatives to educate & train the aspirants/ youth 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. 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 Education' 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 for at least the last three financial years.

Training centre of Webel Education had been set up in 5 (Five) Districts Head Quarters under the supervision of WBEIDC Limited. The centers are in the premises of District Administration in the districts of 24 Parganas-North, Nadia, Malda, Purulia and Jalpaiguri.

The overall operations would be commissioned and executed for a period of three years. In these 3 years, the regular up-gradation of Physical & 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 District training centre(s) on as-is-where-is basis. Under this arrangement Webel will provide physical and technical infrastructure (on as-is-where-is basis) and the successful bidder will provide additional infrastructure (as required), 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.

WBEIDC (Webel) will provide air conditioned physical infrastructure & technical infrastructure in the Centres on as-is-where-is basis which consists of 1 Reception cum Counselling area, Classroom(s) with PCs, 1 Faculty / Administrative / Staff Room.

The Education Partner will be responsible for Marketing & Delivery of Training Services including but not limited to Centre-based Training delivery and/or Marketing & Training for Government Sponsored Training (including the scope of participation in Tenders for Sponsored and other Training Projects), Corporate Sectors, Institutions (Universities/Colleges).

Reputed Organizations (companies, Partnership Firms) having sufficient and local experience and credentials for successful operation & management of training courses on IT, ITeS, Electronics and/ or conducting Government/ Institution sponsored Training Projects for at least from last three years may be considered as Education Partner.

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, 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 Education Partner will have to make the Academy operational within 90 days from the date of issuance of the Letter of Intent (LOI).

Each Bidder has to quote a single rate for all 05 centres. In this model, the Successful Bidder (The Education Partner) will be handed-over these training centre(s) on as-is-where-is basis (including the technical infrastructure) and The Education Partner will have to build up additional physical & technical infrastructure as required necessary for running the approved courses. 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 (exclusive of GST). The bidder will have to quote a single rate per enrollment payable to Webel.

The successful bidder will have to deposit a Security Deposit of Rs.1,00,000.00 (Rupees One Lakh Only) per centre 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).


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 as per the mode advised by WBEIDC (no cash/cheques shall be collected), 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 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.

The training centre thus formed will be named as 'Webel Digital Academy' with XYZ (Name/ Brand of the Partner) as Education Partner.

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.

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- e) The Education Partner & Webel shall jointly provide Certificates to all successful participants/students-
- f) The Education Partner shall be responsible for proper completion of the course.
- g) The Education Partner & Webel shall jointly provide Certificates to all successful participants/students-
- h) The Education Partner shall provide placement assistance to the successful students as per Industry requirement and Webel has no responsibility towards this.
- i) 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

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.

SECTION – B

MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. Average annual Turnover of last three (3) Financial Years should not be less than Rs. 20 Lakhs. Copy of Audited Financial Accounts & certificates from the statutory auditor / Chartered Accountant needed to submit.
2. The firm must have been a profit-making organization for the last three financial years. Balance sheet and Profit & Loss Statement from the statutory auditor or Chartered Accountant needed to submit.
3. The bidder should have existence in India for last ten (10) years at the end of 31st March 2021. Certificates of incorporation for Company/ Partnership Deed / Proprietorship firm self-declaration needed to submit.
4. Attested Copy of Trade License, PAN Card, GSTIN Registration Certificate, Income Tax Return acknowledgement (for last 3 years), and company Registration Certificate/ Articles of Association needed to submit
5. The responding firm must not be blacklisted by any Government Department, Ministry or Agency in any country for breach of ethical conduct or fraudulent practices during the last three financial years. A self-declaration that the bidder has not been blacklisted is to be submitted. In case it is found after issuing Work Order that the concerned organization is blacklisted by any of the Department of Government of West Bengal, the work order will be cancelled.
6. The bidder shall submit the Power of Attorney of Authorization for signing the bid in Rs.100.00 Non-Judicial Stamp Paper.

THE BIDDERS WHO WILL FULFILL THE ABOVE MINIMUM ELIGIBILITY CRITERIA WILL ONLY BE ELIGIBLE FOR FURTHER EVALUATION.

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TECHNICAL EVALUATION CRITERIA

1. Organizations (Companies, Partnership Firms) having sufficient experience and credentials for successful operation & management of minimum 5 training courses/ programs on IT, ITeS, Electronics for at least from last five(5) years can only participate. Supporting documents are to be attached.

2. The bidder must submit the detail of the Proposed Courses as per the following format with *necessary supporting documents*.

SI.No.	Course Name	Norms for Compliance								
		Course Type / Sector.	No. of Students Certified	Years of Experience.	No. of Faculties on payroll	Software & Hardware, Tools / Equipment used	Duration of Course (in Hours.) (applicable for Centre-based Trg)	Accreditation /Association with National/ International organisation with validity	Names of reputed clients	Any other credentials to highlight
1										

Note:

- The Bids shall be submitted only by the Bidder; no consortium is allowed in this Bid. Declaration in this regard needs to be submitted.
- No Sub contracting will be allowed.
- 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.

TECHNO COMMERCIAL BID

The Techno Commercial Bid should consist of the following documents:

1. Technical proposals submission letter on the letterhead of the firm clearly indexing the enclosures. This proposal submission letter should bear the reference no. and date, without which the bid will be treated as non-responsive & in that case the Tender Committee will have the right to decide accordingly.
2. Bid Form 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 firm.
5. Supporting documents of orders executed including satisfactory completion certificate from Customers.
6. Copy of Audited balance sheet to accompany the bid for F.Y. 01.04.2017 - 31.03.2018, 01.04.2018 - 31.03.2019 & 01.04.2019 - 31.03.2020.
7. Copy of Firm Registration Certificate.
8. The firm should operate in the same name and style at least for the last Three years.

The bidders are required to fill in the page numbers where the following documents are included:

Documents to be submitted	Bidder to mention page number where the following are submitted
1. Technical proposals submission letter on the letterhead of the firm clearly indexing the enclosures. This proposal submission letter should bear the reference no. and date, without which the bid will be treated as non-responsive.	
2. Bid Form 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. Supporting documents of orders executed including satisfactory completion certificate from Customers.	
5. Details of Operational Office in West Bengal	
6. Copy of Audited balance sheet to accompany the bid for F.Y. 01.04.2017 - 31.03.2018, 01.04.2018 - 31.03.2019 & 01.04.2019 - 31.03.2020.	
7. Copy of PAN Card	
8. Copy of GST Registration Certificate	
9. Copy of Professional Tax Certificate	
10. Copy of firm's Registration Certificate. [The firm should operate in the same name and style at least for the last Ten years.]	

FINANCIAL PROPOSAL

Price Bid as per format provided in the relevant section to be submitted in a separate envelope as mentioned in the tender document. Insertion of Price bid in techno-commercial proposal will summarily cancel the bid.

SECTION - C

INSTRUCTIONS TO BIDDERS

Interested Bidders are required to submit their technical proposals and commercial proposal as per instructions given below: -

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

- B) **Techno Commercial Bid** in one envelop super- scribed with words: -
“Techno Commercial Bid for “Consultant for Indirect Taxes” of West Bengal Electronics Industry Development Corporation Limited at different Districts in West Bengal”. **Tender no.** EOT/COM/21-22/00024, Date: 02/08/2021 & **“Do Not Open Before 18/08/2021, at 15:00 Hrs”**. This envelope will also contain the EMD and Tender Document Fees (if the tender document is downloaded from the website) in separate small envelope inside it.
- C) **Price Bid** in one envelope super- scribed with words “Consultant for Indirect Taxes” of West Bengal Electronics Industry Development Corporation Limited at different Districts in West Bengal” **Tender no.** EOT/COM/21-22/00024, Date: 02/08/2021 & **“Do Not Open Before 18/08/2021, at 15:00 Hrs”**.
- D) All the envelopes shall be sealed in a covering envelope super scribed with words “Techno Commercial Bid & Price Bid for “Consultant for Indirect Taxes” of West Bengal Electronics Industry Development Corporation Limited at different Districts in West Bengal” **Tender no.** EOT/COM/21-22/00024, Date: 02/08/2021 & **“Do Not Open Before 18/08/2021, at 15:00 Hrs”**.

The sealed envelope containing the sealed Techno Commercial Bid and Price Bid should be addressed to the **GM (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. Late submission of Bid will not be accepted.

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.

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).

SECTION – D

GENERAL TERMS AND CONDITIONS

(i) Schedule of the Tender

The tender document shall be submitted on or before 18/08/2021, at 15.00 Hrs. to GM (Commercial), WBEIDC Limited, Block-EP & GP, Sector –V, Salt Lake Electronics Complex, Kolkata -700 091.

(ii) Amendment of Invitation

At any time 2 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 and will also be made available to all the Bidders who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents (Techno Commercial as well as Price Bid).

iii) Tender Document Money

The firm shall furnish an Tender fee of **Rs. 500.00** (Five hundred) in the form of a Demand Draft from a Scheduled Bank payable at Kolkata duly pledged in favour of WBEIDC Limited. Any bid not accompanied with the valid EMD shall be summarily rejected

(iii) Earnest Money Deposit (EMD)

The bidder shall pay an EMD of Rs.3000/- through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal. For detail payment procedure & guideline on the same bidders are advised to follow the same order. You may find the GO by clicking the link <https://bit.ly/2zZ4i6e>

(iv) Clarification Regarding Tender Document

A prospective Bidder requiring any clarification about the tender document and scope of work may contact the person through e-mail / letter as mentioned above in NIT.

(v) Awarding of Contract

WBEIDC Ltd will award the contract to the successful bidder whose bid has been valued as per Evaluation Criteria mentioned in **Section – B** of this Tender Document, Price and Other criteria. WBEIDC reserves the right not to accept the Lowest Price bid without assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever WBEIDC also reserves the right to split the order and / or drop any line item as per direction of the end customer.

(vi) 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.

(vii) Language of Proposal & Correspondence

The proposal submitted by the Bidder should be in English language only. All the documents relating to the proposal 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.


(viii) Proposal Currency

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

(ix) Period of Validity of Proposals

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of **180 Days** from the date of opening of the tender. The tender inviting authority 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. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation.

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

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(x) Formats and Signing of Proposals

The original proposal shall be neatly typed and shall be signed by an authorized signatory / signatories on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. The person or persons signing the proposal shall initial all pages of the proposal, except for un-amended printed literature. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words / figures completely.

(xi) 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:

**GM (Commercial) ,
WBEIDCLimited
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 **firm's 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 recognized and hence will be summarily rejected. Proposals sent through telex / telegrams / 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 vendor / 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. **And the bid will be summarily rejected.**

(xii) Deadline for Submission of Proposals

Proposals will be received by WBEIDC at the specified address not later than 18/08/2021, at 15.00 Hrs. WBEIDC may, at its discretion, extend this deadline. WBEIDC may also extend this deadline for any other administrative reason.

(xiii) Late Proposals

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

SECTION - E

SPECIAL TERMS AND CONDITIONS

1. Interpretation of documents

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 the tender inviting authority for correction / clarification or interpretation before 7 days of opening of the bid.

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

The WBEIDC Limited reserves the right to split up and distribute the work among the successful bidders and to curtail and / or increase any item of work by +/- 25% in the schedule partly or fully.

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/ instalments as per the mode advised by WBEIDC Ltd.


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. 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.
- 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

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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.
5. Each and every page of the tender document must be signed with date and firm's seal by the bidder. This is required to show that the bidder had accepted all the terms and conditions mentioned in this tender document.

6. Withdrawal from Tender

Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

7. Opening of Tender

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.

8. Assignments

No Consortium will be allowed.

9. Deduction of Tax at Source

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

10. Tax Registration Certificate

Bidders submitting a tender shall produce up to date GST, Income Tax and Professional Tax registration 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 permission, the bidder will have to produce original document for verification, without which the bid will be treated as non-responsive and in that case Tender Committee will have the right to decide accordingly.

11. Canvassing

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

The bidder shall not, without the express prior written consent of WBEIDC, assign to any third party of the contract or part thereof.

12. Liquidated Damage

The job includes the “Consultant for Indirect Taxes” of West Bengal Electronics Industry Development Corporation Limited. In the event of failure to meet the job completion in stipulated date/time as per requirement of notice issued by the concerned deptt liquidated damage will be imposed on the contractor for sum equivalent to 1% of the contract value for each week or part thereof, subject to a ceiling of 5% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 5% of the order value, WBEIDC reserves the right to terminate the contract and WBEIDC will get the job completed by any other competent party. The difference of cost incurred by WBEIDC will be recovered from the earnest money deposited by the vendor.

13. Delivery

Delivery of the consultants would be based on periodical requirement of various statute. Notice / demand received from various departments as per time line of the statute and as per the requirement of notices received. Necessary support to be provided by WBEIDC officials whenever require.

14. Performance Bank Gurrantee/Security Deposit

The successful bidder will have to deposit a Security Deposit within **14** days of issuance of LOI, amounting of Rs.1,00,000.00 (Rupees One Lakh Only) per centre 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).

15. Acceptance of Tender

The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s)

Received and to split up the work among participants without assigning any reason thereof.

16. Withdrawal from Tender

If any bidder withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for his withdrawal, he/she shall be disqualified for participation in any tender of this organization for a minimum period of 2 (two) years.

17. Non escalation of Price

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

18. 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. The tender inviting authority 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.

19. Quantity or Place variation


The Vendor may be asked the same job at the same rate at different places and / or at the same places within this price validity period, which they are bound to accept.

The quantity variation will be 25% +/- the last ordered quantity.

20. Price

A) Price should be quoted strictly in the E-tender Price Bid format only.

B) No deviation in any form in the Price Bid sheet is acceptable.

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- C) Price quoted should be firm, inclusive of packing, forwarding, insurance and freight Charges.
- D) Percentage / specified amount of taxes & duties should be clearly mentioned otherwise WBEIDC reserves the right to reject such offer.
- E) The total cost of the entire job should be inclusive of all prices as mentioned in the enclosed Price Bid format
- F) No extra cost, other than that mentioned in Price Bid would be taken into account.

21. 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.

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.

22. 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 vacates his office on resignation or otherwise or refuses to do works or neglecting his work 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 Contractor 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.

23. 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.

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24. Force Majeure Condition

If the execution of the contract is delayed beyond the period stipulated in the execution of the job as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, 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 job shall be read and understood as if it had contained from its inception the execution date as extended.

SPECIAL TERMS & CONDITIONS (PART-II)

1. The bid and all correspondence and document relating to the bid shall be written in English language.
2. All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be treated as nonresponsive and in that case The Tender Committee will have the right to decide accordingly.
3. All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during execution of job or subsequently it is detected that documents submitted are forged / tampered / manipulated in any way, the total responsibility lies with the bidder and WBEIDC LTD reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
4. Overwriting and erasures may make the tender liable for rejection if the authorized signatory of the bidder does not sign on each of such overwriting/erasing/ manuscription. All overwriting should be separately written and signed by the authorized signatory of the bidder.
5. Details of the enclosures should be clearly mentioned in the forwarding letter in bidder's letterhead along with the bid.
6. The bidder shall be required to give a declaration 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 but lifted the ban afterwards, the fact must be clearly stated.
7. **If this declaration is not given the bid will be rejected as non-responsive and in that case The Tender Committee will have the right to decide accordingly.**
8. No Technical / Commercial clarifications generated from the vendors will be entertained after opening of the tender. However, if tender committee feels, they may ask supporting documents in respect of the claim of the bidder and the bidder has to submit supporting document as well as written clarifications required by the tender committee within three days.
9. Item, if any other than specified in BOM, felt necessary to complete the job are to be supplied by the bidder free of cost.

10. WBEIDC reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.

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 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 abinding 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. 3000.00 (Rupees Three 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) Lakh from a scheduled bank within 14 days of issuance of LOI.

Dated, thisday of2021
.....

Signature
.....

(In capacity of)
Duly authorised to sign bid for and on behalf of
(Name and Address of the Bidder)
(Affix Official Seal)

SECTION – G
PRICE BID

THE PRICE HAS TO BE SUBMITTED ONLINE ONLY

SECTION – H

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the MD , WBEIDC (hereinafter called ‘WBEIDC’) having agreed to exempt (hereinafter called ‘the said contractor(s)’) from the demand under the terms and Conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the Supply, Installation of (hereinafter called “the said agreement ”), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as “the bank”) at the request of _____ (contractor(s)) do hereby undertake to pay to the WBEIDC an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by WBEIDC by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the WBEIDC by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of WBEIDC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We under take to pay to the WBEIDC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) 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 contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We(name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the WBEIDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (office/Department) WBEIDC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is

made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE MONTHS/YEARS (as specified in the tender no.....) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)_____further agree with the WBEIDC that the WBEIDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the WBEIDC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the WBEIDC or any indulgence by the WBEIDC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank)_____lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WBEIDC in writing.

Dated the _____ day of _

for

(indicate the name of bank)

SECTION – I

FORMS

A) Firm's Experience (Use separate sheet for each project)

Name & address of the client	
Title of service provided	
Type of services provided	i) ii) iii)
Name, title, telephone no., address of the client's person who can be contacted	

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be serially numbered.
- b. Inadequate information will lead to disqualification of the bid.

B) Particulars of the Bidder

Please ensure that Consultant response clearly answers all the questions. If Consultant use additional schedules or documentation to support Consultant response, make sure that they are clearly cross-referenced to the relevant question.


i. General Profile of the Firm

Name and Address of the Firm With Telephone Nos., Fax, E-mail and Website	
Date of Incorporation	
Offices situated at different locations	
Address of Office in West Bengal	

Authorized Signatory

<Name>

Seal

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ii. Name and Details of the person to whom all references shall be made regarding the tender

Name:

Telephone:

Fax No.:

E-mail: Mobile:

Place:

Signature:

Date:

Company Seal

iii. **Relevant Certificates**

Sl. No.	Name of the certificate	Certified by	Date of certification	Certificate Valid upto date

iv. **Financial strength of the bidder**

Financial Year	Turnover (Rs. in Crores)	Audited Accounts Attached (Yes/No)

Note: Please fill this form and submit the audited Annual Accounts for the last three financial years.

c) **Office in West Bengal**

Sl. No.	Address	Contact Person	Contact nos.	Type of supporting document attached

Note: Consultant may mention more than one office (if applicable) by adding multiple rows.

D) **Operational Office Detail**

Sl. no.	Address	Contact Person	Contact nos	Type of supporting document attached

E) Experience Details (Customer References)

Sl. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period	No. / Size (in terms of any appropriate unit of measure) of similar assignments/orders	Type of Supporting Document attached

Note: Please fill this form and submit the supporting documents for each customer reference. Failing the same may lead to the rejection of the bid. Consultant may add the customer references by adding multiple rows.

SECTION-J

DRAFT AGREEMENT TO BE EXECUTED FOR DISTRICT TRAINING CENTRE(S)

This agreement is made on this ----- day of _____ Two Thousand Nineteen 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

M/s _____, a Company with the provisions of the Indian Companies Act, 1956 / Indian Partnership Act having its registered office 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 M/s _____ has represented that they are experienced in the field of Education & Training in Employability Skills Program and expressed their interest to join hand with ‘Webel’ as ‘EDUCATION PARTNER (EP) and proposed the following skill development training courses to run as Education Partner of WEBEL under the proposed academy name ‘Webel Academy’.

WHEREAS WEBEL and ----- are planning to jointly conduct IT/ ITeS/ Electronics training program in the District Training Centre(s) (DTCs) situated at district HQ(s) at 24 Parganas-North, Nadia, Malda, Purulia and Jalpaiguri towards skill building enhancement of employability of local youth. So, Webel floated an open tender [EOT/COMM/___/___ Date: _____] and M/s ----- offered the most competitive rate of @ ___% of the basic course fees (Excluding Tax as applicable) per enrolment of student for each Centre.

NOW THEREOF IN CONSIDERATION OF THE PREMISES, THE TRAINING PROGRAMS AND MUTUAL COVENANTS AND PROMISES MADE HERE-IN AFTER AND PARTIES HERE TO 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 any taxes as 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 analogous rights subsisting under each and every jurisdiction throughout the world. 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.

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- e. **Customer:** Customer includes Students, Institutions, Corporates, Government/ Semi-Government Departments/ Organisations.

1. Principal Understanding :

M/s _____ being fully aware that all the terms and conditions of tender No.EOT/COMM/____/____ dated _____ will be binding on them, specifically agree to operate and manage the training centre at the district head quarter 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.

M/s _____ being fully aware that all the terms and conditions of tender No. EOT/COM/18-19/000____ dated _____.2018 will be binding on them, specifically agree to operate and manage the training centre at _____ as Webel Academy in favour of Webel or as 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.

'M/S _____ (EP)' undertakes to operate the training centre with its manpower and bear all other running expenditure. 'M/S _____ (EP)' will have to bear all other costs of operation & management including Marketing & Branding, manpower, course material, training equipment, physical & technical infrastructure, requisite proprietary course-oriented Technical Software as well as cost towards water, electricity, phone, broadband, sweeping & cleaning, etc, maintenance of the entire training centre including assets provided by Webel. The responsibility of security & maintenance of the whole infrastructure including technical infrastructure lies on M/S _____.

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 infrastructure at each District Training Centre on as-is-where-is basis (except the requisite proprietary course-oriented Technical Software as required for conducting the courses). WBEIDC (Webel) has Training Centre(s) which consists of 1 Reception cum Counselling area, Classroom(s) with PCs, 1 Faculty / Administrative / Staff Room.

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 for each Centre valid up to __/__/2024 and setting of other dues of the partner.

'The Education Partner' will pay __% 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.

The Education Partner hereby projects Revenue generation from this Joint-Initiative of _ Lakhs, during the FY 21-22 (on pro-rata basis).

2. Period of Contract and exit clause:

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. Needless to

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mention, 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, M/S _____ (EP) 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 _____ (EP) for compliance. In the event and Security Deposit may be forfeited.

If M/S _____ (EP) 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, M/S _____ (EP) (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, M/S _____ (EP) 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:

Training Centres as provided by District Administration in the districts of 24 Parganas-North, Nadia, Malda, Purulia and Jalpaiguri developed by Webel on behalf of the Department of IT & Electronics, Government of West Bengal.


6. Sub- Contracting:

M/S _____ (EP) under no circumstances shall sub-contract any of its obligations under this Agreement.

M/S _____ (EP) 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, M/S _____ (EP) 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 M/S _____. (EP) and LSP, as per M/S _____ (EP)'s own discretion.

7. Rights & Obligation of Webel:


- a) Webel will provide classroom and computer laboratory with physical and/or technical infrastructure on 'as is where is' basis for the training set-up including equipment required for running the centre.
- b) The physical infrastructure shall have tables, chairs, interior work in each Training Academy.
- c) Webel will disburse to M/S _____ (EP) its share of the collections in the agreed and defined rate obtained through the Open Tender EOT/COMM/20-21/____ Date: __. __. 2020. M/S _____ 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.

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- 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 implement.
- 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 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. 1,00,000/- (Rupees One Lakh Only) per centre 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 infrastructure (as necessary for running the approved courses), paying fixed costs including but not limited to the costs of rent for the premises, electricity, telephone and broadband expenses, etc.
- c) The fees from the students will be collected by The Education Partner. in favour of WBEIDC in Advance in full/ installments (no cash/ cheques) as per the mode advised by WBEIDC Ltd. 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.
- d) 'The Education Partner' would be responsible for proper security arrangement, cleaning arrangement, water and maintenance of the infrastructure.
- e) Be responsible for handing over monthly Management Information Service (**MIS**) in the format as required by Webel.
- f) Course curriculum along with lesson plan for the courses to be held at the Training Academy, as listed in Annex-1 below.
- g) Appoint skilled faculty/ teaching staff and provide other related training materials required for training of all courses. The teaching staff should have proper skill sets and have adequate knowledge and experience in imparting teaching and training to students. Webel reserves the right to verify the skill sets of the teaching staff, if so required.
- h) The Education Partner would be responsible for Marketing & Branding, handling enquiries, Counseling, enrollment and maintaining books of account and recruit Manpower as necessary for the training centre namely Webel Academy.
- i) Training kits, components, etc. (as required) including courseware to the students: Course materials and related kits are to be furnished by M/S _____ at their own cost.
- j) Proper completion of courses, conducting examination and ensure timely joint- certification of the students.
- k) The education partner shall protect & Secure IP of Webel.
- l) To use the training centers only for the purpose of conducting Training / R&D / Examinations and for approved purpose only.
- m) 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. Training kits, components, etc. (as required) including courseware to the students: Course materials and related kits are to be furnished by M/S _____ at their own cost.
- n) '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. 'The Education Partner' shall prepare proposals / presentations in consultation with Webel which may be required on case-to case basis.
- o) 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.
- p) '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.
- q) 'The Education Partner' shall take all sort of statutory clearances for such activities at its own cost in the name of the Academy.

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- r) 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.
 - s) '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.
 - t) '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.

10. 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.

However Webel may support any such needs as required by statutory authorities such as recognising The Education Partner and identity.

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.

- 11.** 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.
 - d) 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.
 - e) Jointly in consultation and approval of Webel fix the admission fees of proposed courses.

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. 'The Education Partner' shall jointly in consultation and approval of Webel fix the admission fees of proposed courses.

12. 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.

a) **13. Commercial Terms :**
Share payable to WEBEL per product as listed below:

Sl.	Name of Courses	Location	Course fees per student (Rs.)	CGST+ SGST@ 18% (in Rs.) or tax as applicable.	Total Amount (Rs.)/Student	Webel's share per Student (___%) of Course Fee (excl. tax) In Rs. [Subject to Minimum of 20%]

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 during FY 21-22.

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 'Webel Education' 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.

14. Accounting Process :

- 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).
- Tax as applicable from time to time shall be collected by Webel from the students and shall pay applicable tax to the authority against all collections, wherever applicable.
- In the event tax 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.
- All fees of individual self-funded students shall be deposited in the Webel's Bank Account / Demand Draft in favour of 'Webel Education' payable at Kolkata since inception.

15. Payment Terms: The fees from the students will be collected by education partner in favour of WBEIDC in Advance in full/ installments (no cash/ cheques shall be collected) as per the mode advised by WBEIDC Ltd. '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 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.

16. Delivery:

'The Education Partner' has to complete including but not limited to additional physical & technical infrastructure (as required necessary), recruitment of manpower, the Marketing Endeavour and make the Academy operational within 90 (Ninty) 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 and technical Infrastructure in each District Training Centre 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.

'THE EDUCATION PARTNER' would be responsible for paying fixed costs including but not limited to the costs of rent for the premises, electricity, telephone, broadband expenses, etc.

Recommended Methodology to be adopted by the 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 'The Education Partner'.

- 17. Liquidated Damage :** In the event 'The Education Partner' fails to provide (i) The physical & technical infrastructure (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 (LD) 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 Security Deposit. 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 Security Deposit 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 / interest free Security Deposit 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 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 (Students, Institutions, Corporates, Government/ Semi-Government Departments/ Organisations).

18. Termination:

- (a) 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.
- (b) In the event 'The Education Partner' fails to provide (i) the requisite additional infrastructure (as required necessary) and/or (ii) The Manpower and/or (iii) make the Academy operational within 90 days of the date of issuance of the LOI 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 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.
- (c) 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.
- (d) 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.
- (e) WBEIDC will have the right to terminate the Agreement on the ground of non-performance and the Security Deposit will be forfeited. The Education Partner hereby projects Revenue generation from this Joint-Initiative of _ Lakhs during the FY 21-22.
- (f) 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.

19. 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, at the campus of Training Centre or 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 is 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) 'The Education Partner' will hand over to Webel all documents including documents relating to the training course & management of the Academy (as required by Webel).

20. 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 technical infrastructure shall stand transferred to Webel.

(B) The Education Partner's Obligations

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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 necessary 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.**

21. 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 or 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_____.

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.

22. 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).


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

24. 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.

25. 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.

26. Applicable Laws: All disputes and differences arising out between the parties hereto relating to this Agreement which cannot be settled mutually shall be referred to arbitration by 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.

27. 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

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circumstances such as Acts of God, flood, earthquake, civil commotion, war, riots, state embargoes, strikes, curfew 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.

- 28. Security Deposit :** The Education Partner has submitted a security deposit of Rs. 1,00,000/- (Rupees One Lakh Only) per Centre 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-700 0

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.

- 29. 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/20-21/___ dated __.__.2020 will be applicable.

Signed and delivered by

FOR: WBEIDC Ltd	FOR: M/S _____
SIGNATURE:	SIGNATURE:
NAME:	NAME:
DESIGNATION:	DESIGNATION:
PLACE:	PLACE:
WITNESS 1:	WITNESS 1:
WITNESS 2:	WITNESS 2:

Annexure-1

Training Courses to be conducted by the M/S _____ in brief as follows:

Sl. No.	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.

