Paschim Banga Society for Skill Development
Technical Education, Training & Skill Development Department,
Government of West Bengal
Karigari Bhawan B/7, Action Area-III, New Town, Rajarhat, Kolkata-160

Notice Inviting Proposals for Empanelment under RTD Scheme
(A Continuous Empanelment Process unless withdrawn)

Memo No. PBSSD-23011/2/2021/3284 Dated: 15/02/2021

Project Director (PD), Paschim Banga Society for Skill Development 'PBSSD' under Department of Technical Education and Training (TET &SD), invites proposals from reputed and experienced eligible organizations (Industries/Employers/ HR-Placement Agency/Training Partners/Start-ups/Industry Associations/Government Training Providers) for empanelment with Paschim Banga Society for Skill Development 'PBSSD' as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model.

A Brief on Recruit – Train - Deploy (R-T-D) model projects:

Projects that will have the provision of recruiting the candidates and providing the offer letters upfront and then providing Industry/Employer relevant training before actually deploying the candidates at their work location.

The offer letters to be issued up front will be conditional offer letter and will be formalized subject to passing of the final assessment and completion of other formalities by the candidate. For the specific purpose of RTD model, Employment will mean wage employment only unless otherwise stated or allowed by PBSSD for specific and unique kinds of projects (for ex. Entrepreneurship). Please note that offer letter will be conditional on only one ground i.e. passing of final assessment and no deviation/changes will be allowed in the conditional offer letter that has been given at the time of screening of candidate and the formalized offer letter that will be issued post completion of training.
However in case of unforeseen circumstances or events of force majeure, deviation from conditional offer letters may be allowed subject to immediate notice of the existence of such conditions to the PBSSD by an authorized person of the partner organization and only by the specific permission from PD, PBSSD.
The underlying objective is to provide such skill training which meets the specific job requirements of industries/organizations having demand for skilled manpower for their business operations in India or overseas.
PBSSD through this special initiative intends to provide such training to people of West Bengal which will open up avenues for their instant employment in India or Overseas.

The Training will have to be imparted in courses either prescribed by Qualification Packs (QPs) aligned with NSQF or any other course/s (customized course/s that will suit the specific needs of employing organizations) that may be proposed by the applicant and approved by PBSSD.

Thus a distinguishing feature of this model is that candidates are screened first and offered job and only on their acceptance and readiness for all the terms and conditions of the offered job and location, they are

provided necessary customized training, the successful completion of which guarantees them the promised placement. Another distinguished feature includes flexibility of course content, duration of training and assessment and certification by the applicant organization.

PBSSD is proposing four types of Associations under RTD model.

1. Industry Led (Type A Association)
2. HR/Placement Agency Led (Type B Association)
3. Training Partner Led (Type C Association)
4. Special Projects (Type D).

The proposal has to be submitted for one type of association only. Please refer scheme documents for the detailed information.

The Proposal must be prepared in the prescribed format along with all annexures and credentials and has to be submitted to:-

Paschim Banga Society for Skill Development, Technical Education, Training & Skill Development Department, Government of West Bengal Karigari Bhawan B/7, Action Area-III, New Town, Rajarhat, Kolkata-160

Incomplete/deficient and unsound proposals will be summarily rejected and without any liability to inform so or otherwise to the applicant of the insufficiency/deficiency or rejection. If the proposal passes through initial evaluation the applicant will be called for a presentation on a date and time intimated subsequently. A hard copy of presentation will also have to be submitted on the presentation date.

The Proposal must be submitted in soft copy with heading as "Proposal for Empanelment with PBSSD as an agency for skill training and employment under Recruit-Train-Deploy (RTD) model".

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work is detailed in the scheme document which can be seen or downloaded from our website: www.pbssd.gov.in. The proposal should be submitted at rtd.pbssd@gmail.com with all soft copies with "Proposal for Empanelment with PBSSD as an agency for skill training and employment under Recruit-Train-Deploy (RTD) model" subject.
The undersigned reserves the right to issue addendum/corrigendum/modification in this notice or in the scheme document or to accept or reject any proposal without assigning any reason thereof. Also the PD, PBSSD will have the exclusive right to relax or to make stringent or to insert or delete or modify any provision of the RTD scheme document either generally or specifically and irrespective of stages of the proposal i.e. even at execution or post execution stages.

This notice does not commit PBSSD to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of contract or for preparing the proposal for this notice. Kindly note that the selection of agencies under this initiative will not guarantee allocation of work/training target etc. and PBSSD will assume no liability or cost towards it. PBSSD makes no commitments, express or implied, that this process will result in a business transaction between anyone.

PBSSD Continuous engagement of organizations and Online RTD Skill Development Centre (SDC) Empanelment & Registration Process and invites proposals from reputed and experienced eligible organizations {Industries/ employers/ HR Placement Agency/ Training Partners/ Special Projects/ Industry Associations or Government Training Providers (i.e. A Government Undertaking)} for

empanelment with PBSSD as an agency for providing domain skilling and employment under Recruit-Train-Deploy (RTD) model. The proposal has to be submitted and selection will be made as per eligibility criteria, evaluation methodology/process and terms and conditions as mentioned in this scheme document.

The salient features and flexibility offered under RTD model is below:

1. Switching from EOI/RFP selection processes to continuous engagement of Industry/Stakeholders.
2. Continuous and online empanelment of new centers.
3. Flexibility to design and propose skilling courses by Industries/Stakeholders. (eg. Course Curriculum, Course duration etc.)
4. Flexibility in proposing equipment norms and infrastructure norms by Industries/Stakeholders.
5. Assessment and Certification can be done by the WBSCTVESD (West Bengal State Council of Technical and Vocational Education and Skill Development) (If not NSQF program).
6. Any candidate of West Bengal domicile in the age group of 15 to 45 years will be eligible

I. Recruit – Train - Deploy (R-T-D) model projects:

Projects have the provision of recruiting the candidates and providing the offer letters upfront and then providing Industry relevant training before actually deploying the candidates at their work location.

The offer letters to be issued up front will be conditional offer letter and will be formalized subject to passing of the final assessment and completion of other formalities by the candidate. For the specific purpose of RTD model, Employment will mean wage employment only unless otherwise stated or allowed by PBSSD for specific and unique kinds of projects (for ex. Entrepreneurship).

Please note that offer letter will be conditional on only one ground i.e. passing of final assessment by the candidate and no deviation/changes will be allowed in the conditional offer letter that has been given at the time of screening of candidate and the formalized offer letter that will be issued post completion of training.

The underlying objective is to provide such skill training which meets the specific job requirements of industries/organizations having demand for skilled manpower for their business operations in India or overseas.
PBSSD through this special initiative intends to provide such training to people of West Bengal which will open up avenues for their instant employment in India or Overseas.

The Training will have to be imparted in courses either NSQC approved Qualification Packs (QPs) of or any other course/s (customized course/s that will suit the specific needs of employing organizations) that may be proposed by the applicant and approved by PBSSD.

In this model candidates are screened first and offered job and only on their acceptance and readiness for the job role and location, they are provided necessary customized training, the successful completion of which guarantees them the promised placement.

PBSSD is proposing four types of Associations under RTD model.

1. Industry Led (Type A Association)
2. HR/Placement Agency Led (Type B Association)
3. Training Partner Led (Type C Association)

4. Special Projects (Type D Association).

1. Under all the above types of proposed associations, a Consortium of maximum four organizations, meeting the requirements stipulated by PBSSD may submit a Proposal signed by the Lead Partner have to be submitted.
2. The eligibility criteria may have to be satisfied by the lead partner unless specified otherwise.
3. The consortium agreement has to be executed before the submission of proposal. The composition or the constitution of the consortium shall not be altered without the prior consent of PBSSD.
4. For the purpose of implementation, the Lead Partner shall be the single point of contact for the PBSSD, shall have the overall responsibility of the management of the assignment and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and will be primarily responsible for obligations under the proposed association.
5. All instructions/communications from PBSSD to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
6. A Non-Indian Firm is permitted to participate only in a consortium arrangement with any other Indian Firm subject to fulfillment of all statutory requirements. However the lead partner of the consortium has to be an entity registered in India.

II. Selection Process: Submission of a Complete Proposal and Presentation:

The applicant has to submit a complete proposal at rtd.pbssd@gmail.com along with all soft copies with "Proposal for Empanelment with PBSSD as an agency for skill training and employment under Recruit-Train-Deploy (RTD) model" subject and a presentation before the **Industry Coordination Committee of the TETSD.**

A brief write up to justify their proposed association with PBSSD under RTD model along with justification of proposed demand of the skilled worked force that will be met through RTD model and how the employment of the trained candidate will be guaranteed under this model.

The syllabus, duration and course curriculum for courses (learning material) in which training will be imparted will have to be proposed to PBSSD in the proposal. The course material must have to be approved by at least one of the prospective employer, if it is not a NSQF aligned course. The decision of PBSSD with respect to approval of course (non NSQF aligned) will be final.

If the proposal passes through initial evaluation the applicant will be called for a presentation on a date and time intimated subsequently. A hard copy of presentation will also have to be submitted on the presentation date.

The PBSSD Industry Coordination Committee will then submit its evaluation report to PD, PBSSD for a final decision. The applicant will then be communicated of PBSSD decision on their submitted proposal. PBSSD will use its best effort to complete the evaluation process of a proposal within 60 days from the date of proposal submission to PBSSD. If approved, then applicant will be allowed to start the online SDC registration process and will be provided the log in ID and password for initiation of SDC registration process.

Post selection, the successful applicant has to register their each training center as a Skill Development Center (SDC) on the web portal of PBSSD (www.pbssd.gov.in) by following due online registration processes and terms and conditions. The PBSSD portal will also cover the entire value chain of skill development implementation from registration of candidates, monitoring, evaluation of training to tracking along with SDC registration, payment management etc.

However an approved organization has to submit additional/new proposal every time they seek to open a new center/s (i.e. Addition of new center/s) or to add a new course/s and has to get approval from PBSSD. Also a soft copy of the entire new proposal will have to be submitted at pbssd.gov.in as otherwise intimated by PBSSD.

A. Industry Led (Type A Association):

The ultimate goal under this RTD initiative is to build skilled work force to cater the specific job requirements of a particular industry. The industry/ employers/organizations can directly partner with PBSSD or through a consortium with HR/Placement agency or through consortium with training partners (which may also be their sister concerns dealing with training) and can build skilled work force as per their domain requirement for their consumption as well as for consumption of industries in the same sector. This industry focused scheme will ensure reduction in training & hiring cost for the industry, as they are being borne by Government of West Bengal through PBSSD.

Location of Training Centre (Industry Led) and Cap on Number of Training Centers:

PBSSD will allow such industry to use their facilities (for e.g. Manufacturing sites, processing points/plants, service centres/ retail malls etc.) or factories or any other suitable space to open a RTD-Skill Development Center (RTD-SDC) which can be anywhere in India. If an industry directly associates with PBSSD or through a consortium (lead partner must be the industry), they can open their RTD-SDC anywhere in India. There will be no cap on the number of training centers opened under Industry led association. However it will be preferred if the training center is established in the industry owned premises as it will bring them flexibility to use some of their existing infrastructure in a training center as and when requirement is there and they are able to form a batch.

Eligibility Criteria: Industry Led (Type A Association):

The Applicant must be a Company incorporated under Companies Act. In case of consortium the lead partner has to satisfy this criterion. (Incorporation Documents has to be submitted) The Applicant must be in operation since last one year. In case of consortium the lead partner has to satisfy this criterion. (Incorporation Documents has to be submitted)

Average Annual Turn-Over of Rs. 20 Crore

In last three/two financial years or A Turn-Over of Rs. 20 Crore in last financial Year. In case of consortium, all the consortium members may jointly satisfy this criteria. (Audited Accounts and a CA Certificate has to be submitted) There must be a minimum 100 employees on pay-roll of the applicant organization as on the date of preparation of proposal. In case of consortium, all the consortium members may jointly satisfy this criterion. (A certificate from the HR of the organization counter certified by a CA)

B. HR/Placement Agency Led (Type B Association)

PBSSD under this initiative wants to associate with such HR/Placement Agency of repute which can after imparting specific skill training to the candidates provide guaranteed placement/employment to them. However under this initiative the HR/Placement agency has to compulsorily come up with a firm agreement with an industry partner/s or with employers, for whose requirement the training is being conducted under specific domain and course approved by such industry partners/employers. However there will be flexibility in terms of adding of industry partners/employers as and when the need arises subject to submission of firm agreement with them. Those HR/Placement agencies which don't have training experience will also have the choice of entering into a consortium with a training partner to enter into such association along with an industry commitment.

Location of Training Centre (HR/Placement Agency Led) and Cap on Number of Training Centers:

PBSSD will allow such HR/Placement agency to open a RTD-Skill Development Center (RTDSDC) which can be opened anywhere in India. However it will be preferred if the training center is established in the industry pockets as it will bring them flexibility to enter into new agreements once the requirement of old agreement will be over and thus continuous utilization of the training center. PBSSD may prescribe a cap on the number of training centers opened under HR/Placement agency led association depending upon viability of each proposal.

Eligibility Criteria: HR/Placement Agency Led (Type B Association):

The Applicant must be a Company incorporated under Companies Act. In case of consortium the lead partner has to satisfy this criterion. (Incorporation Documents has to be submitted) The Applicant must be in operation since last one year. In case of consortium the lead partner has to satisfy this criteria. (Incorporation Documents has to be submitted)

Average Annual Turn-Over of Rs. 5 Crore

In last three/two financial years or A Turn-Over of Rs. 5 Crore in last financial Year. In case of consortium the lead partner has to satisfy this criteria. (Audited Accounts and a CA Certificate has to be submitted) There must be a minimum 50 employees on pay-roll of the applicant organization as on the date of preparation of proposal. In case of consortium the lead partner has to satisfy this criteria. (A certificate from the HR of the org. counter certified by a CA) The HR/Placement Agency must have placed at least 500 candidates in last one year as on the date of preparation of proposal. (A certificate from the HR of the organization counter certified by a CA along with list of candidates with their contact number) Firm agreement/s with an industry partner/s or employers for whose requirement the training is being conducted under specific domain and course approved by such industry partners. The HR/Placement Agency will have to deploy candidates in these organizations only with whom they have the firm agreement to place candidates trained under RTD model.

C. Training Partner Led (Type C Association)

PBSSD under this initiative wants to associate with such Training Partner of repute which can after imparting specific skill training to the candidates provide guaranteed placement/employment to them. However under this initiative the Training Partner has to compulsorily come up with a firm agreement/s with an industry partner/s/HR agencies/employers for whose requirement the training is being conducted under specific domain and course approved by such industry partners/HR agencies/employers. However there will be flexibility in terms of adding of industry partners/HR agencies/employers as and when the need arises subject to submission of firm agreement/s with them.

Location of Training Centre (Training Partner Led) and Cap on Number of Training Centers:

Such Training Partner has to open a RTD-Skill Development Center (RTD-SDC) in the State of West Bengal only. However Training Partner will be allowed the flexibility to enter into new firm agreements once the requirement of old agreements will be over and thus continuous utilization of the training center. PBSSD may prescribe a cap on the number of training centers opened under Training Partner led association.

Eligibility Criteria: Training Partner Led (Type C Association):

The Applicant must be a Company/Trust/Society/LLP incorporated under respective Act. In case of consortium the lead partner has to satisfy this criterion. (Incorporation Documents has to be submitted)

The Applicant must be in operation since last one year. In case of consortium the lead partner has to satisfy this criterion. (Incorporation Documents has to be submitted) Average Annual Turn-Over of Rs. 05 Crore in last three/two financial years or A Turn-Over of Rs. 05 Crore in last financial Year. In case of consortium the lead partner has to satisfy this criterion. (Audited Accounts and a CA Certificate has to be submitted)

There must be a minimum 20 employees on pay-roll of the applicant organization as on the date of preparation of proposal. In case of consortium the lead partner has to satisfy this criterion. (A certificate from the HR of the organization counter certified by a CA)

The Training Partner must have trained and placed at least 200 candidates in last one year as on the date of preparation of proposal. (A certificate from the HR of the organization counter certified by a CA along with list of candidates with their contact number)

Firm agreement/s with an industry partner/s or employers / or HR/Placement agencies for whose requirement the training is being conducted under specific domain and course approved by such industry partners or HR/Placement agencies. The training partner will have to deploy candidates in these organizations only with whom they have the firm agreement to place candidates trained under RTD model.

Empanelment of Government Training Provider/s (GTP/s) under Training Partner Led (Type C Association):

In case the applicant training partner is a Government training partner they will qualify under this category irrespective of their compliance with para C, D and E of Eligibility criteria. *Government Training Providers: An organization created and registered under some statute of central or state government or in which some sort of control whether on composition or shareholding or otherwise is exercised by central or state government or their undertakings.

D. Special Projects (Type D Association):

The ultimate goal under this RTD initiative is to build skilled work force to cater the specific job requirements of a particular industry. The industry employers/organizations can directly partner with PBSSD or through a consortium with HR/Placement agency or through consortium with training partners (which also may be their sister concerns dealing with training) and can build skilled work force as per their domain requirement for their consumption as well as for consumption of industries in the same sector.

However for New Start-Ups/other entities which do not meet eligibility requirements under above three types of association (i.e. under Type A, B and C) can still apply for Type D association provided their proposal is for special/new/un-common/unique/innovative/ or an unique ideation in a niche / untapped sector or courses for which they can establish huge employment opportunities or can pave way for entrepreneurship, to the satisfaction of PBSSD.

Location of Training Centre and Cap on Number of Training Centers:

PBSSD will allow such start-ups/other entities to use their facilities (for e.g., service centre(s)/retail malls etc.) or factories or any other suitable space to open a RTD-Skill Development Center (RTD-SDC) which can be anywhere in India. If these start-ups directly associate with PBSSD or through a consortium (lead partner must be the start-ups), they can open their RTD-SDC anywhere in India. There may be a cap on the number of training centers opened under Type D association.

However it will be more preferred if the training center is established in the industry owned premises as it will bring them flexibility to convert their existing facilities in a training center as and when requirement is there and they are able to form a batch.

Eligibility Criteria: Type D Association:

The Applicant must be a legal entity incorporated under Statutory Act/s. In case of consortium the lead partner has to satisfy this criterion. (Incorporation Documents has to be submitted) The proposal must be for special/new/un-common/unique/innovative/ or an unique ideation in a niche / untapped sector or courses for which it can establish huge employment opportunities or can pave way for entrepreneurship, to the satisfaction of PBSSD.

III. Proposal Submission Forms and Annexure/s

The proposal should be submitted at rtd.pbssd@gmail.com with all soft copies with "Proposal for Empanelment with PBSSD as an agency for skill training and employment under Recruit-Train-Deploy (RTD) model" subject. The applicants are expected to respond to the notice using the forms given in this section with all supporting documents.

Proposal shall comprise of following forms and annexure/s:

- Tech 1: Covering Letter with Correspondence Details
- Tech 2: Details of the Applicant's Business Operations and Other details
- A detailed write up on the course, training approach & methodology, training target over a period, uniqueness of proposed training, how the placement will be ensured, detailed information about consortium partners, organizations with whom firm agreement is signed etc.

1) Annexure I: Declaration of Non-Blacklisted Organization
2) Annexure II: Power of Attorney in favour of Authorised Representative
3) Annexure III: Form of Contract
4) Annexure IV: Course details
5) Annexure V: Annual Targets for recruit-train-deploy.

*The applicant has to mandatorily fill and submit the above tech forms and annexure/s with required supporting documents, failing which the proposal of the applicant will summarily be rejected.

Note: One Copy of the scheme document with each page signed and stamped by the authorized representative has to be submitted at rtd.pbssd@gmail.com along with proposal document as an acknowledgement and acceptance of the terms and conditions and scope of work under this scheme document.

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Project Director, PBSSD and
Additional Secretary, TET&SD

Tech 1
Covering Letter on Letterhead of the Organization with Correspondence Details

<Location, Date>

To,
The Project Director
Paschim Banga Society for Skill Development
Technical Education, Training & Skill Development Department,
Government of West Bengal- 700160

Dear Sir,
We, the undersigned, offer to provide services as stated in the Notice No. _____ dated _____. We are hereby submitting our proposal against "**Notice Inviting Proposals for Empanelment under RTD Scheme**" for empanelment with PBSSD (PBSSD) as an agency for providing domain skilling and employment under Recruit Train-Deploy (RTD) model under TYPE _____ (_____ led) association We hereby declare that:
(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this document may lead to our disqualification and cancellation of the association at any stage by the PBSSD.
(b) Our Proposal shall be valid and remain binding upon us for a period of 365 days from the last date of submission of this proposal.
(c) In submitting the Proposal, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.

We understand that PBSSD is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Authorised Signatory:
Name of Organisation:
In the capacity of / Designation:
Correspondence Address:
Contact information (Mobile No. and e-mail):

Tech 2

Important Information and Details	
Name of Organization/Institution	
Type	Whether Industry/Industry associate or training , Education, Learning and Skill Development service partner/Others (please specify)
Registered address	
Corporate Head Office address	
Phone	
Fax	
Mobile	
Email	
Website URL	
Name of authorized representative	
Designation	
Mobile No & Mail ID	
Incorporation/ Registration status of the Agency	Submit Incorporation Certificate/PAN/TAN/GST Page No. at which enclosed:__
Power of Attorney in the name of the Authorized signatory	Page No. at which enclosed:__
Turnover in the last 3 Years:	FY 20__-__: _____ /- FY 20__-__: _____ /- FY 20__-__: _____ /- Submit a CA Certificate stating the above figures Page No. in which CA Certificate has been enclosed:__
Whether blacklisted or bankrupt by any Govt./semi Govt. organization/any bank	Page No/s. at which Annexure 1 is enclosed:__
Number of Employees on the Payroll of the applicant organization	_____ Page No/s. at which proofs are enclosed:__
Number of candidates placed by the applicant organization in last one year	_____ Page No/s. at which proofs are enclosed:__
A detailed write up on the course, training approach & methodology, training target over a period, uniqueness of proposed training, how the placement will be ensured, detailed information about consortium partners, organizations with whom firm agreement is	Page No. at which enclosed:__

signed etc.	
One Copy of the whole of the scheme document with each page signed and stamped.	Page No. at which enclosed:___

For RTD-Overseas Employment: The Applicant must have a **valid and active recruitment license** for overseas placement, if placement is intended in overseas. In case of consortium any consortium member may satisfy this criterion.

Annexure I

TO WHOMSOEVER THIS MAY CONCERN

This is to certify that we_____(Name of the Applicant Organization) registered under_____(Name of the Act) vide registration no._____do hereby declare and confirm that we have neither been black-listed/de-empanelled nor bankrupt by any Ministry/ Department/ Board/Corporation/Bank / Any other entity of the Central or State Government or by any quasi-government or any Public Sector Undertaking or any bank or any Other Entity till date.

(Authorized signatory)

Stamped and signed

Annexure II

Format for Power of Attorney for Signing of Application

(To be submitted along with Covering Letter)

Know all men by these present that We..... (Name of the firm and address of the Registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name) ..... son/daughter/wife of ..... and presently residing at.....
who is presently employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the "**Empanelment as a Training Provider for Providing training under "RTD model of Utkarsh Bangla Scheme as per the guidelines of PBSSD**". The attorney is fully authorized for providing information/ responses to the PBSSD, representing us in all matters before the PBSSD including negotiations with the PBSSD, signing and execution of all agreements and undertakings consequent to acceptance of our proposal, and generally dealing with the PBSSD in all matters in connection with or relating to or arising out of our proposal for the said Empanelment.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE,.....(Name of Organization) THE ABOVE NAMED PRINCIPAL (Name & Designation of Executants) HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF..... IN ..... ;

(Signature, name, designation and address) Accepted

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

(Signature, name, designation and address)

..... (Signature)

(Name, Title, Seal and Address of the Executant)

Name and Signatures of Two Witnesses:

1. 2.

Notes:

1. To be executed on Rs100/- non-judicial stamp paper

2. The mode of execution of the Power of Attorney should be notarized with signatures of Executants and the Attorney as well as two witnesses. The relevant documentary evidence of executants exercising the authorization need to be attached with the Power of attorney.

Annexure III

AGREEMENT BETWEEN

Paschim Banga Society for Skill Development
AND
_____

This Agreement is made at Kolkata, West Bengal this ____day of ____ , 2021

BETWEEN

Paschim Banga Society for Skill Development under Technical Education, Training & Skill Development Department, Government of West Bengal a Society registered under the Society Registration Act, 1860, having registration no._____ and having its registered office at Karigari Bhawan B/7, Action Area-III, New Town, Rajarhat, Kolkata-160 hereinafter referred to as "PBSSD" (which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns), represented by_____as the party of the First part,

AND

_____, an Organization incorporated/ registered under the _____Act, and having its registered office at _____, hereinafter referred to as "the Organization " (which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the Second Part.

WHEREAS:

A. The PBSSD has requested the Organization to provide certain services and execute the project as defined in the RTD Scheme document (hereinafter called the "Services"); and

B. The Organization, having represented to the PBSSD that they have the required professional skills, personnel, technical resources, requirements, scale of operations, industry connects have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

a) Form of Contract
b) Letter of Award
c) Whole of the scheme documents and consequent proposal submitted by the organization
d) Process and Cost Norms of Utkash Bangla Scheme as amended time to time

This Contract constitutes the entire agreement between the Parties in respect of the organization's obligations and supersedes all previous communications between the Parties. PBSSD also reserves

the right to modify and amend any of the condition/criterion as stipulated in whole of the scheme document and process and cost norms of PBSSD and the organization will have to mandatorily abide by that else it will lead to unilaterally termination of agreement by PBSSD without incurring any liability or cost towards it.

2. The mutual rights and obligations of the PBSSD and the Organization shall be as set forth in the Contract; in particular

a) The Organization shall carry out the Services in accordance with the provisions of the Contract;
and
b) PBSSD shall make payments to the Organization in accordance with the provisions of the Contract.

Commencement and Duration of the Services

The Agency shall start the Services on ___ [please insert date] ("the Start Date") and shall complete them by ___ [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Financial Limit

Payment rates under this Contract shall not, in any circumstances, exceed as mentioned in the scheme document or process and cost norms of PBSSD.

However, if for a particular batch, the placement is not made as per "Placement Definition and Mandate" i.e. within the stipulated timeline and terms and conditions as specified in the PBSSD guidelines and cost norms and as amended time to time, the training fee and other payment already made to the organization for that entire batch, may be recovered by the PBSSD. The decision of PD, PBSSD will be final, conclusive and binding on all in this regard.

However if the organization claims and seeks exemption that he has failed to deploy the candidate/s of a particular batch as per the stipulated norms or timelines, for just and proper reasons to the satisfaction of PBSSD, PD, PBSSD may relax the condition of recovery of payment already made for that batch.

4. Time of the Essence

Time shall be of the essence as regards the performance by the Organization of its obligations under this Contract.

5. Termination for Default by PBSSD

PBSSD may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the organization, terminate the Agreement in whole or in part:

a) The agreement may be terminated if it is discovered at any stage that the organization has been furnishing false claims or manipulating information with respect to enrolment of

trainees, conduct of training or placement of candidate or any other aspect related to program.

b) If the organization, in the judgment of the PBSSD, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.
c) If the organization commits breach of any condition of the Agreement.
d) If the organization is de-empanelled at any stage during the course of the Agreement.
e) If PBSSD terminate the Agreement in whole or in part, legal actions including blacklisting may be instituted against the organization.
f) The decision of MD, PBSSD will be final, conclusive and binding on all in this regard.

Payment upon Termination: Upon termination of the Agreement, no payment may be made by the PBSSD to the organization.

6. Termination for Convenience:

The PBSSD, by a written notice of at least 30 days sent to the organization, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the PBSSD's convenience, the extent to which performance of the organization under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the organization may be appropriately compensated on mutually agreed terms for the loss incurred by the Agreement, if any, due to such termination.

7. Prohibition on sub-letting/ sub-contracting/ franchisee arrangement:

The organization has to run the RTD training center by itself as per the agreed arrangement and understanding with PBSSD and any kind of sub-letting or sub-contracting or franchisee arrangement for the RTD training center or conduct of training is strictly prohibited and impermissible under any circumstances.

8. Jurisdiction

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Kolkata, West Bengal which shall be the courts having jurisdiction to entertain and try the same.

9. Agreement Validity:

The Agreement will be valid for a period of Five Years and may be extended for further period as per mutual agreement of both the parties. However at the end of every year the performance of the organization regarding compliance to the conditions of the RTD scheme document and process and cost norms of PBSSD and the agreement shall be reviewed and the agreement may be terminated by PBSSD by giving a notice of three month, if the performance is not found satisfactory. The decision of PBSSD shall be final in this regard.

First Party :	Second Party :
Name: Address : Tel: Email :	Name: Address : Tel: Email :

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year therein above written.

For

Signature:
Name:

Designation

For

Signature:
Name:

Designation:

Witnesses:

For

Signature:

Name:
Designation:

For

Signature:

Name:
Designation:

Annexure IV

Course details in which RTD will be made

Sr.No	Name of the Sector	Course Name	Training Duration (Hrs)	Whether QP-Nos or Customized Course	Course Code/QP Code	Training Type(Residential/Non-Residential)	State and District of Proposed RTD-Center	
							State	District
1								
2								
3								

*The applicant will have to mandatorily submit for each course, the proposed syllabus and course curriculum to facilitate course approval by PBSSD.

*Insert rows if applicable

Annexure V

Proposed Annual Targets for RTD:

Sr. no	Sector Name	Course/Job Role Name	Financial year-wise proposed Target under RTD					Total
			FY 1	FY 2	FY 3	FY 4	FY 5	

*The applicant will have to mandatorily submit for each course/ job role, the annual targets of recruitment-training and deployment. However the above list will be an indicative list only and the organization will be free to actually train and place or employ candidates under different job roles as per their choice and requirement.

*Insert rows if applicable

Terms of Reference (TOR), Fees to be charged by PBSSD, Training Cost/s, Payment and Other Terms:

1. **Sector/Course Identification:**

PBSSD will be opening Continuous Online RTD Skill Development Centre (SDC) Empanelment & Registration Process across all sector/courses except as below:

Sectors/courses under which sufficient number of SDCs have already been opened in the State of West Bengal and Sectors/courses which generally generate self-employment and have the opportunity of wage employment is lesser. PBSSD will have the sole discretion to reject any/all proposals to exclude any such sectors/courses. Such sectors and courses will be notified and amended by PBSSD from time to time.

2. **Target population: A West Bengal domicile only.**

For a training center opened and operated outside West Bengal, the applicant has to upload along with other required documents for each of the candidate a domicile certificate issued in last six months from West Bengal to establish that the candidates belong to West Bengal domicile only.

3. **Mobilization of Candidates:**

The responsibility to survey and mobilize the candidates will be on the applicant only. However PBSSD will use its best endeavors to assist in mobilizing the candidates through awareness in print media and through State machineries.

4. **Training Cost:**

As per the guidelines of Utkarsh Bangla Scheme guidelines. These rates are subject to revision time on time basis as per Utkarsh Bangla cost norms which generally revised as per MSDE common norms.

5. **Target**

Target Beneficiary Age Group: Working age population – 18 – 45 Years.

6. **Target Beneficiary:**

Minimum Qualification: No such minimum qualification is prescribed by PBSSD for R-T-D model. However the organization will be free to fix a minimum qualification as per the course of training and employment needs thereafter. For NSQF aligned programs the qualification will be applicable as prescribed in QP.

7. **Training Duration:**

The proposed duration of training for each course have to be proposed by the organization and approved by PBSSD post scrutiny.

8. **Placement: Definition & Mandate:**

a. Placement Definition: Placement to be mandatorily done in 90 days from result declaration date. Placements by definition would mean that the placed candidate has joined the offered job and is

in employment for the next 3 months at least. Placements can be in the form of wage employment only.

b. Placement Mandate: The placement % will be at least 80% of the candidates who passed the assessment test. For successfully assessed candidates who would not get a job offer, TP needs to give the reason in writing for so to PBSSD.

Note 1: The offer letters to be issued up front will be conditional offer letter and will be formalized subject to passing of the final assessment and completion of other formalities by the candidate. For the specific purpose of RTD model, Employment will mean wage employment only unless otherwise stated or allowed by PBSSD for specific and unique kinds of projects (for ex. Entrepreneurship). Please note that offer letter will be conditional on only one ground i.e. passing of final assessment and no deviation/changes will be allowed in the conditional offer letter that has been given at the time of screening of candidate and the formalized offer letter that will be issued post completion of training.

However in case of unforeseen circumstances or events of force majeure, deviation from conditional offer letters may be allowed subject to immediate notice of the existence of such conditions to the PBSSD and only by the specific permission from PD, PBSSD.

Such events include natural calamities, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority or when a prospective employer organization ceased to be a going concern. The decision of PD, PBSSD will be conclusive and binding with respect to existence of such conditions and consequent relaxation thereof from the conditional offer letters.

Note 2: Service conditions need to be intimated to the intended candidates in advance, i.e. at the time of recruitment and must be mentioned in the conditional offer letter. The conditions need to mandatorily include the following points:

1. Salary package
2. Working hours
3. Job locations
4. Job role
5. Other amenities

Note 3: Please note that the conditional offer letters of each candidate, have to be uploaded on PBSSD portal i.e. pbssd.gov.in at the time of Batch Formation.

Note 4: If for a particular batch, the placement is not made as above (Placement Definition and Mandate) i.e. within the stipulated timeline and terms and conditions, the training fee and other payment already made to the organization for that entire batch, may be recovered by the PBSSD. The decision of PD, PBSSD will be final, conclusive and binding on all in this regard.

However if the organization claims and seeks exemption that he has failed to deploy the candidate/s of a particular batch as per the stipulated norms or timelines, for just and proper reasons to the satisfaction of PBSSD, PD PBSSD may relax the condition of recovery of payment already made for that batch.

For the Type A association (Industry Led):

However for the Type A association (Industry Led), out of the minimum 80% to be placed, at least 20% should be mandatorily placed within the lead/consortium industry and rest 60% may be placed at any other organization in the same sector. In case placements are proposed (60% of the 80%) at

any other organization, then the selected organization will have to submit Placements Tie Up letter with such organization before approval of each batch.

For the Type D association "Special Projects":

In case of Entrepreneurship not leading to wage employment, The entrepreneurship % will be at least 80% of the candidates who pass the assessment test. For proof of entrepreneurship of the candidates, Proofs as Bank Tie-up letter, Formation of legal business entity etc. to the satisfaction of PBSSD has to be submitted. **Also note that triggering events of payment milestone will be separately set-up depending on the nature of proposal.**

Post Training / Placement tracking mandate:

All candidates need to be marked as placed or unplaced on the PBSSD portal in 3 months from result declaration date. For Placed candidates: 1 year of employment related tracking with the provision of uploading 6 months' payslip/ evidence of monthly salary payment (in the aforementioned 1 year). Other relevant details, which will also have to be furnished on the PBSSD portal, are as follows:

- Date of Placement
- Name, Address, Sector and contact details of Employer Organization/Company
- Employment Location (City, District, State)
- Salary/wages
- Role/Designation
- Candidates current contact number
- Declaration of data correctness from Skill Development Centre (SDC) centre operator
- Soft copy of offer letter/contract copy / salary slip– uploading mandatory
- In case of overseas placement: Boarding pass/ Copy of Air-Ticket etc.

Assessment & Certification:

- Assessment: The assessment will be done by the Industry Organization or by the WBSCT &VT &SD Awarding Body for the state of West Bengal. (in case of SSC affiliated course)
- Certification: There will be joint certification (Applicant Organization &PBSSD) or WBSCTVESD or by the respective SSC (in case of SSC affiliated course)

Empanelment Process of training centers of Organizations (as Skill Development Centers i.e. SDCs):

The organization would be required to register each training center with PBSSD on its web portal as a SDC in order to avoid duplication of center as well as the beneficiaries being trained in that center.

- SDC operator / SDC (due-diligence) empanelment processing fee:
  A non-refundable processing fee of INR 500 (To be revised by PBSSD from time to time) per SDC will be charged from all the SDC applicants against the desk appraisal and due diligence conducted by PBSSD. This fee may be revised by PBSSD from time to time.

- Centre Registration Fee and annual renewal fee from empaneled SDCs:
  All empaneled SDCs will pay a center registration fee of INR 5000. The center registration will be renewed at the end of the financial year in case of satisfactory performance of the SDC. A renewal fee of Rs. 1000 per year shall be charged.

Release of Funds:

Training Cost reimbursement as per the Utkarsh Bangla Scheme guidelines.

Note:

Also note that if the placement will not be made as per point 8 as above (Placement Definition and Mandate) i.e. within the stipulated timeline and terms and conditions, the training fee and other payment already made to the organization for that entire batch, may be recovered by the PBSSD. The decision of PD, PBSSD will be final and conclusive in this regard.

In case of Entrepreneurship not leading to wage employment, triggering of payment milestone will be separately set-up depending on the nature of proposal.

Placement Incentive:

If the batch placement rate is 70% to 85 % placement incentive will be – INR 3000 for all the certified candidates who are deployed and continue in the job for at least 3 months. If the batch placement rate is more than 85 % placement incentive will be – INR 5000 for all the certified candidates who are deployed and continue in the job for at least 3 months.

End of the Document