



Paschim Banga Society for Skill Development
Dept. of Technical Education Training and Skill Development, WB
Karigari Bhaban, Action Area III, Rajarhat, New Town
Kolkata 700160

**“Notice Inviting Proposals for empanelment of Placement Agency in PBSSD
employment portal”**

(A continuous empanelment process unless withdrawn)

Memo No: PBSSD/2022/3738

Dated- 19/05/2022

Project Director , Paschim Banga Society for Skill Development (herein after known as PBSSD) under Department of Technical Education and Training (TED&SD), invites proposals from reputed and experienced placement agencies for empanelment in PBSSD employment portal as a “Placement Agency” for providing placement /job to the candidates trained by Training Partners (herein after known as TP) / Selected TPs having successfully completed training under DSRI, LOI model under Utkarsh Bangla or other schemes.

A brief on Placement agency empanelment:

Placement agency first need to get empanelled in PBSSD employment portal post fulfilling the required eligibility criteria and paying the requisite fees as mentioned in this document. Post empanelment in the PBSSD employment portal, placement agency can adopt any of the following two working model.

The empanelled agency would be working as per the models mentioned below:

Model 1:

If any TP cannot place the candidate within 3 months (maximum allowed time) after the successful completion of assessment and certification as per Utkarsh Bangla terms and conditions, then the database of those trained candidates will be shared with the placement agency. Placement agency can place those candidates and there will be an agreement between PBSSD & placement agency. In this case proportionate payment for the placement will be directly made to the placement agency as per the existing Utkarsh Bangla scheme guidelines.

Note: In case of partial placements done by both TP and Placement Agency in a particular batch, then payment will be done individually to the respective parties (TP and Placement agency) as per the slabs defined in the Utkarsh Bangla guidelines.

Model 2:

Placement agency can be allowed to tie up with the “Selected TPs having successfully completed training under DSRI, LOI model under Utkarsh Bangla” on condition of giving placement to the candidates trained & successfully assessed by the above TPs. There will be tripartite agreement between PBSSD, Placement agency & TP, however PBSSD will only play the role of supervising and monitoring the activities of TP and Placement Agency. In this case proportionate payment for placement will be made directly to placement agency as per the existing Utkarsh Bangla guidelines. Both TP and placement agency will be jointly responsible for the training and placement as a whole.

Note – Any applicable incentives pay-out for placing higher numbers will be done as per the Utkarsh Bangla guidelines.

Eligibility criteria for empanelment as placement agency:

- 1) Placement agency need to have minimum turnover of 10 lakhs per year. Audited account and CA certificate for the last 1 year has to be submitted.
- 2) Proof of Partnership with at least five (05 nos) Industry partner / organisation/employers need to be submitted.
- 3) Placement agency must have placed at least 100 candidates in the last one year as on the date of preparation of proposal (A certificate from HR of the placement agency counter certified by CA along with the list of candidates and their contact numbers to be submitted).
- 4) Any previous MOU/ Agreement related to the placement with Government agency will be considered as an additional credibility.

Scope of Work:

- 1) Placement agency who will offer job to the successfully trained and certified candidates from Utkarsh Bangla and other schemes, will be onboarded in PBSSD employee portal as “Placement agency” under employment section.
- 2) Placement agency giving placement as defined in the Utkarsh Bangla guidelines, to the trained candidates under Utkarsh Bangla schemes, will be offered placement share of

the total training cost for each of the successfully placed candidate instead of paying those amounts to the corresponding TP.

- 3) Placement agency would also facilitate placement for students of Government & Government sponsored ITI & Polytechnics in West Bengal, at free of cost.

Other important information:

Definition of placement:

Placement (s) is/ are defined as wage based employment in a regular or gig economy-based agency for a continuous period of at least 3 months and earning at least minimum wages as per Utkarsh Bangla guidelines.

Payment conditions:

The payment will be done based on the verification of placement documents as defined under the Utkarsh Bangla scheme guidelines.

Documents which are required to be submitted by the placement agencies for showing successful placement are as follows:

- a) Appointment /offer letter
- b) 3 months' salary slips along with Bank Statement for the relevant period
- c) Joint salary certificates in case of cash payment.

Terms & Conditions:

1. Placement agency first need to be empanelled by submitting the required documents as per the EOI (Expression of Interest).
2. Non refundable application fees of Rs 5000/- to be paid to PBSSD for empanelment as placement agency.
3. Performance Bank Guarantee of Rs 1, 00000/- (Rs One Lakh) to be paid to PBSSD by placement agency, on condition of assuring minimum placement of 100 candidates per year.
4. If actual placement is lower than the minimum assured placement, a penalty of Rs 1000/- will be charged on placement agency for each of the unplaced candidate out of minimum assured placement.
5. Placement agency shall ensure the minimum wages to the placed candidates with respect to the prevalent rates as per the state/ UT in which the placement is done.

Process for empanelment:

Step 1:

Expression of interest: PBSSD will prepare and issue an open Expression of Interest (EOI) for empanelment of eligible agency/agencies/ entities for placement of certified trainees under different short term & long-term training courses conducted through PBSSD, ITI, Polytechnics and Vocational Training Centre's. This will be available through www.pbssd.gov.in

Step 2:

Submission of Online Application: Interested agencies may apply online through the link on the web portal www.pbssd.gov.in. Required documents are to be submitted while applying online.

Step 3:

Scrutiny of Submitted Documents: Documents submitted as per EOI will be scrutinised and scores will be given to the applying agencies.

Step 4:

Presentation before Internal Placement Committee: Applicant agency will be invited for making a small presentation (Online / Offline) on its credentials and plan of activities before empanelment.

Step 5:

Final Scoring and Empanelment: Post scrutiny and presentation an accumulated score will be given to the applicant agency based on that, agency will be selected. Post this, a written communication to commence the work will be given to the selected agency. Selection made by PBSSD in this regard is final.

Step 6:

Signing of Agreement: After receiving letter of acceptance from selected agency, a bipartite/tripartite agreement as the case may be, between PBSSD, applicant agency and TP may be signed. This agreement will have all the detail roles and responsibilities mentioned clearly for all the stakeholders concerned.

Step 7:

Submission of Performance Bank Guarantee:

Performance Bank Guarantee is to be submitted within one week of signing the agreement. On receive of Performance Bank Guarantee, work order will be issued to the placement agency.

Proposal submission form and annexure /s:

The proposal should be submitted at industryconnect.pbssd@gmail.com with all the soft copies with “**Proposal for empanelment of Placement Agency (s) in PBSSD employment portal**”. 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:

Format 1: Covering Letter with Correspondence details

Format 2: Details of the Applicant’s Business Operations and Other detail

Format 3: A detail information about agreement & partnership with current Industry/Organisations/Employments. The TP or TP & Placement Agency in case of model 2 would provide all the necessary documents for tie-ups with state/ central government agencies / SSDMs or affiliated agency(s) along with agreements of current or future tie-ups with employing agency for different sectors. It is advisable that the concerned agency may also provide the process of placement, post placement tracking and retention and also any migration support provided at the outstation placement location.

Annexure: 1 Declaration of Non-Black listed Organisation

Annexure: 2 Power of Attorney in favour of Authorised Representative

Annexure:3 Form of Contract

The Proposal must be prepared in the prescribed format along with all annexures and credentials and has to be submitted to: - **Project Director, Paschim Banga Society for Skill Development, Technical Education, Training & Skill Development Department, Government of West Bengal Karigori 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 an online/

offline presentation to the designated committee 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 to industryconnect.pbssd@gmail.com with heading as “**Proposal for empanelment of Placement Agency (s) in PBSSD employment portal**”.

The application procedure, eligibility criteria, 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.

Sd/-

Project Director
Paschim Banga Society for Skill Development

Format 1

Covering Letter on Letterhead of the Agency 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 Memo /Order No. dated We are hereby submitting our proposal against “**Notice Inviting Proposals for empanelment of Placement Agency (s) in PBSSD employment portal**” for providing job/placement as defined in the EOI document, to the candidates trained by various Training Providers across West Bengal under Utkarsh Bangla and other schemes.

I 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 for either party for a period of 365 days from the last date of submission of this proposal until and unless it is cancelled by either party by giving written intimation as per the terms and condition defined under the severity clauses.

(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)

Format 2

Important Information and Details	
Name of the placement agency	
Registered address	
Corporate office address	
Phone	
Fax	
Mobile	
Email id	
Website	
Name of the authorised representative	
Designation	
Contact no & email id	
Incorporation /Registration status of the agency	Submit Incorporation Certificate /PAN/TAN/GST Page No. at which enclosed: _____
A brief report on Sectors & Locations in which agencies are working	Page No/s. at report is enclosed: _____
Turnover in last year (minimum Rs 10 lakhs/annum)	Rs _____/ year Submit a CA certificate stating the above figures. Page no in which CA certificate has been enclosed: _____
Previous MOU / Agreement with any Government agency	Page No/s. at which proofs are enclosed: _____
Partnership with Industry partner / Organisation /employments (minimum with 5)	Page No/s. at which proofs are enclosed: _____
Placement record in the last year (min 100 candidates)	Page No/s. at which proofs are enclosed: _____

Annexure I

TO WHOMSOEVER THIS MAY CONCERN

This is to certify that we _____ (Name of the Applicant Agency) registered under _____ (Name of the Act) vide registration no. _____ do hereby declare and confirm that we have neither been blacklisted/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 placement agency) having registered office at do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name) son/daughter/wife of presently residing at.....and is presently employed with us and holding the position ofas 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 Placement Agency in PBSSD employment portal”** for providing placement to the candidates trained by various Training partners under Utkarsh Bangla and other schemes. 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 Agency) THE ABOVE NAMED PRINCIPAL (Name & Designation of Executants) HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF..... IN.....;

Accepted

(Signature, name, designation and address)

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

(Signature, name, designation and address)

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

Name & Signature of two witness:

1. ----- 2. -----

Notes:

- 1) To be executed on Rs 100/- 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: 3
Form of Contract

AGREEMENT

This Agreement is made at Kolkata, West Bengal this.....day of, 20..... in reference to Memo /Order No.....for Empanelment of Placement Agency under PBSSD employment portal.

BETWEEN

Paschim Banga Society for Skill Development, DTET&SD, Government of West Bengal, which is a nodal agency in the State of West Bengal to co-ordinate, synergize and implement Skill Development initiatives in the state funded by Central and State Governments having it's registered office at Karigori Bhawan, New Town, Kolkata – 160, which terms and expression shall mean and include, unless it is repugnant to the context, its administrators, successors, assignees and represented by its authorized signatory _____, Project Director, PBSSD, expression shall, unless repugnant to the context, include its successors, heirs, permitted assigns, representatives, hereinafter called the “ **First Party**”.

AND

_____, a Placement agency incorporated/ registered under the _____Act and bearing registration no.....and having its registered office at _____, hereinafter referred to as “Placement Agency” (which term shall so far as the context admits be deemed to mean and include its successors and assignees) or referred as “**Second Party**”

AND

_____ a TP, who is already registered under PBSSD with TP code _____having its registered office at _____ hereinafter referred to as “Training Partner” (which term shall so far as the context admits be deemed to mean and include its successors and assignees) or referred as “**Third Party**”

WHEREAS:

- A) The PBSSD has requested the Agency to provide certain services and execute the same as defined in the Empanelment of the placement agency document (hereinafter called the “Services”); and
- B) The Placement agency, having represented to the PBSSD that they have the required professional skills, personnel, technical resources, requirements, scale of operations, industry connects have agreed and 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 agency
- d) Process and payment terms of Utkarsh Bangla Scheme as amended time to time.

This Contract constitutes the entire agreement between the Parties in respect of the agency’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 payment terms of Utkarsh Bangla. The agency 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 Agency shall be as set forth in the Contract; in particular

- a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
- b) PBSSD shall make payments to the Agency 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 payment terms defined under Utkarsh Bangla.

However, as per Utkarsh Bangla scheme "Placement Definition and Mandate" i.e., within the stipulated timeline and terms and conditions as specified in the Utkarsh Bangla guidelines and payment terms as amended from time to time.

4. Time of the Essence

Time shall be of the essence as regards the performance by the Agency 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 agency, terminate the Agreement in whole or in part:

a) The agreement may be terminated if it is discovered at any stage that the agency 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 agency, 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 agency commits breach of any condition of the Agreement.

d) If the agency 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 agency.

f) The decision of PD, 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 agency.

6. Termination for Convenience:

The PBSSD, by a written notice of at least 30 days sent to the agency, 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 agency under the Agreement is terminated, and the date upon which such termination becomes effective. Depending on merits of the case the agency 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 agency has to do the activities as per the scope of the empanelment itself as per the agreed arrangement and understanding with PBSSD and any kind of sub-letting or sub-contracting or franchisee arrangement for placement or outsourcing 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 agency regarding compliance to the conditions of the UB scheme document and process and any other terms and conditions 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 Name: Address: Phone no: Email:	Second party Name: Address: Phone no: Email:
Third party Name: Address:	

Phone no:

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:

For

Signature:

Name:

Designation:

Witness:

For

Signature

Name:

Designation:

For

Signature:

Name:

Designation:

For

Signature:

Name:

Designation:

Roles and Responsibilities for all parties:

The Parties shall perform the obligations set out as per the roles and responsibilities mentioned below and this is binding in nature with reference to this contract. However, PBSSD has authority to modify partly or completely if it feels so as per the requirement without consulting any other party/parties.

Role and responsibility of First Party (PBSSD):

- a. The First Party will be providing a database of trained candidates to the Second Party as per their chosen model.
- b. The First Party will be connecting TPs with the Second Party for coordinating the trained youth for their employment.
- c. First Party will make all the payments related to placement activities as per the selected model and as defined by the guidelines of the payment post placement as defined under Utkarsh Bangla scheme.
- d. The payment will be done based on the verification of documents submitted against the placements as defined under the Utkarsh Bangla scheme guidelines for placements. Verification process will be done as per the Utkarsh Bangla scheme guidelines.

Role and responsibility of Second Party (Placement Agency):

- a. The Second Party will be sharing quarterly/ monthly or need based manpower requirements with the First Party.
- b. Second Party need to ensure that Minimum Wages or Industry rates whichever is higher for a particular position/ job roles as per the prevalent rates applicable at the location/ state of placement.
- c. Second Party will be conducting virtual/ physical interviews with candidates as per the recruitment needs in coordination with the Third party.

- d. The Second Party will be providing details to the first party for the finally placed candidates.
- e. Second party will be providing/uploading relevant Placement documents in employment portal as defined under Utkarsh Bangla guidelines which are defined as follows:
 - i. Offer letter
 - ii. Appointment letter
- f. Second party shall also coordinate and submit/ upload the 3 months' salary slips along with either Bank Statement for the relevant period in employment portal for verification of placement.
- g. Second party shall ensure the minimum placement of 100 candidates per year. Performance Bank Guarantee of Rs 1, 00000/- (Rs One Lakh) to be paid to PBSSD in this regard.
- h. In case of low number of placement, a penalty of Rs 1000/- will be charged on Second party for each of the unplaced candidate.
- i. The Second Party will be sharing feedback for quality training whenever required.

Role and responsibility of Third Party (Training Partner):

- a) Third party may connect with the Second party (Placement agency) for placement of their trained candidates. First party (PBSSD) will only facilitate and monitor as per the scheme guideline in this regard.
- b) Both placement agency and Training partner need to work out mutually to ensure placement as per the minimum wages of the relevant state where the placement is done.
- c) Both TP and Placement agency will be jointly responsible for the training and placement quality as a whole. However, if any dispute arises, then they need to sort it out mutually and PBSSD may not play any role in this regard.

- d)** Post placement tracking and necessary documentations as per placement guidelines of Utkarsh Bangla schemes are a joint responsibility of the second and third parties.

FOR FIRST PARTY

FOR SECOND PARTY

FOR THIRD PARTY

END OF THE DOCUMENT