

# NOTARIAL CERTIFICATE

S. No. 95 20 16



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s).

SBG ITI PVT LTD

VILL- GOBINDA PUR P.O- KALGTI DIST BARDWAN

PIN - 713128

AND ANOTHER

IN THE MATTER OF "AGREEMENT"

hereinafter referred  
the executant(s) on this 29TH Day of FEB Two thousand SIXTEEN

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identify of the executant(s) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted. THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 29TH day of FEB 2016



B. N. SAHA  
NOTARY  
Bikash Bhawan  
North Block

**B. N. SAHA**  
M.A., L.L.B.  
(Govt. of West Bengal)  
Regn. No. 23 / 02  
BIKASH BHABAN  
North Block, Gr. Floor  
Bidhannagar  
Kolkata - 700 091  
(W.B.) India  
Mob. : 9830490607

29/2/2016  
70 FEB 2016



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



V 319500



CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is entered into on this 26<sup>th</sup> day of February, 2016 (hereinafter "Execution Date")

BETWEEN

1. THE DIRECTORATE OF INDUSTRIAL TRAINING, represented by Director, Directorate of Industrial Training, Department of Technical Education & Training, Government of West Bengal, (hereinafter referred to as the "DIT, WB" which expression shall unless repugnant to the context or meaning thereof, include its successors in office) of the First Part;

AND

2. SBG ITI PRIVATE LIMITED, [company / individual / partnership / sole proprietorship/ society/ trust/ LLP incorporated/registered under the provisions of Section 7 of Companies Act-2013] and having its registered office at Vill - Gobindapur, P.O. - Keleti, Dist - Burdwan

PIN - 713128 (hereinafter referred to as the

"Concessionaire") of the Second Part;

B. N. SAHA  
NOTARY  
Nikesh Bhavs  
Ninth Block, 6<sup>th</sup> Floor  
Bidhanagar, Kolkata  
West Bengal

*[Signature]*

*[Signature]*

20 FEB 2016  
Director  
SBG ITI PRIVATE LIMITED

DIRECTOR OF INDUSTRIAL TRAINING  
(GOVT. OF WEST BENGAL)





The above mentioned company / individual / partnership / sole proprietorship / society/ trust/ LLP have been formed as a consortium with the **Lead Member** Gobindapur Sephali Samaj Seba Samity and the **Other Member(s)** Swatirtha Charitable Trust and Bright Future . Com

The **DIT, WB** and **Concessionaire** shall individually be referred to as "**Party**" and collectively as "**Parties**".

#### WHEREAS

- (A) The **DIT, WB** is desirous to operate ITIs on a Public Private Partnership ("**PPP**") basis an aim to impart quality industrial training in the State of West Bengal.
- (B) The **DIT, WB** had accordingly floated a Request for Proposal on 18<sup>th</sup> day of December, 2015 ("**RFP**") inviting Bids from interested Bidders to establish and implement the Project.
- (C) After evaluation of the Bids received in response to the RFP, **DIT, WB** accepted the Bid of **Gobindapur Sephali Samaj Seba Samity** for **Group 2** and issued a Letter of Intent bearing No. **LOI/RFP18.12.15/Gr2** dated **20.01.2016** (herein "**LOI**") to **Gobindapur Sephali Samaj Seba Samity** requiring the organization to intimate in writing, its acceptance of the LOI in the form of a Letter of Acceptance (herein "**LOA**") on **22<sup>nd</sup> January, 2016** and to execute this Concession Agreement in the capacity of the Concessionaire on **26<sup>th</sup> February, 2016**.
- (D) In accordance to the provisions of the RFP, the Concessionaire has submitted its **LOA** on **22<sup>nd</sup> January, 2016** accepting to operate, maintain and transfer the Institutes under the Project to **DIT, WB**.
- (E) In case of Consortium, it has established the Concessionaire, a Society/Trust/LLP under the Societies Registration Act, 1860 / Indian Trust Act, 1882, to execute this Concession Agreement and have submitted the constitutional documents/by-laws of the Concessionaire with the **DIT, WB** on or prior to the Execution Date. In addition, the members of the consortium have entered into prescribed form of Deed of Adherence agreeing to be bound by and responsible to the **DIT, WB** for fulfillment of the terms and conditions of such lease on behalf of such company/LLP.

**NOW THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Sultan Singh

Director  
SBG ITI PRIVATE LIMITED





## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

The words and expressions beginning with capital letters and defined in this Concession Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules. Any word and expression with capital letters not specifically defined herein shall have the meaning ascribed to it under the RFP.

'**Academic Session**' shall mean the start of the academic activities of the Institute in August, 2016 or directed otherwise by DIT, WB and shall not exceed the period as stipulated for an Institute by the respective Statutory Authority;

'**Academic Related Activities**' shall have the meaning ascribed in clause 10.3.5 to this Concession Agreement;

'**Academic Fee**' shall mean training and examination fees as mentioned in clause 14.2

'**Affected Party**' shall have the meaning as described in clause 16.1 to this Concession Agreement;

'**AITT**' shall mean All India Trade Test;

'**Applicable Approvals**' shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations, no objection certificates, exemptions, recognitions required to be obtained from the Statutory Authorities prior to commencement of operations of the Institutes under the Applicable Laws;

'**Applicable Laws**' shall mean all laws, brought into force and effect by the Govt or GoWB including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court, applicable to this Project and the exercise, performance and discharge of the respective rights and obligations of the respective parties hereunder as may be enforced and are in effect during the subsisting of this Project;

'**Bid**' shall mean the response to the RFP dated December 18<sup>th</sup>, 2015, submitted by the Bidder on or before the Due Date of Submission (i.e. 13<sup>th</sup> January, 2016)

'**Bidder(s)**' shall mean Person/Organization who has submitted the Bid in response to the RFP;

'**Change in Law**' shall mean occurrence of any of the following events after the execution of this Concession Agreement:

- a) enactment of any new Indian Law or Applicable Law;
- b) the repeal in whole or in part (unless re-enactment with the same effect);
- c) or modification of any existing Indian Law or Applicable Law.



B. N. SAHA  
NOTARY  
23/01/2016





- f) imposition or requirement of a new statutory or regulatory approval;
- g) or modification in the terms and conditions on which a statutory or regulatory approval has already taken place;
- h) a fresh imposition of a tax or duty that was not in existence on the Effective Date. It is clarified that a change in the rate of tax or duty that was in existence on the Effective Date shall not be considered a change in law for the purposes of this Clause;

**'Concession'** shall mean the exclusive right, authority and authorization to use the ITIs to operate, manage and maintain the Institutes during the Concession Period;

**'Concession Agreement'** shall mean this agreement between the DIT, WB, Concessionaire as the confirming party, for implementation of the Project on the terms and conditions agreed hereunder;

**'Concessionaire Breach of Contract'** shall have the meaning ascribed to it in clause 17.2 of this Concession Agreement;

**'Compliance Period'** shall have the meaning ascribed to it in clause 4.1.5 (a) of this Concession Agreement.

**'Concession Period'** shall mean a period starting from the Effective Date and valid up to 12 years thereafter, unless extended further as per the provisions of this Concession Agreement;

**'Condition Precedent'** shall mean the conditions to be met and fulfilled by the Concessionaire and/or DIT, WB, as the case may be and are more specifically described in clause 4.1 to this Concession Agreement;

**'Consortium Member(s)'** shall mean [Gobindapur Sepradi Samaj S.r.l.a Samity  
Swarittha Charitable Trust and  
Bright Future Com.] have jointly established the Concessionaire to implement the Project;

**'Cure Period'** shall mean the period specified in this Concession Agreement for curing any breach or default of any provision of this Concession Agreement by the Party responsible for such breach or default and upon failing of which this Concession Agreement may be terminated by the other Party;

**'DIT, WB Breach of Contract'** shall have the meaning specified in clause 17.1 to this Concession Agreement;

**'DGT'** shall mean Directorate General of Training;

**'Due Date of Submission'** shall mean the date for submission of Bids as per the provisions of the RFP;

**'Effective Date'** shall mean the date on which the Conditions Precedent in the Concession Agreement have been satisfied or waived according to the terms hereof and unless extended further shall not be later than 2 (Two) months from the Execution

**B. N. SAHA**  
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10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000





**'Execution Date'** shall mean the date on which the Concession Agreement is executed between the DIT, WB and the Concessionaire;

**'Financing Agreements'** shall mean the agreements that shall be executed between Lenders and Concessionaire for financing the Project;

**'Financial Bid'** shall mean the amount of Grant quoted by the Bidder in the BoQ for each group of ITI.

**'Financial Closure'** shall mean the date on which the Financial Agreement between the Lenders and Concessionaire have been duly executed

**'Force Majeure'** shall have the meaning as described in clause 16.1 to this Concession Agreement;

**'Good Industry Practice'** shall mean the recognized best practice methods and standards, that are followed in general in every industry and shall be followed by the Concessionaire on any particular issue, requirements or in discharging their obligations here under;

**'Gov'** shall mean Government of India;

**'Grant'** shall mean the amount quoted by the Concessionaire as a support for the operations of the Project and more specifically described Clause 8 to this Concession Agreement;

**'Handover Date'** shall mean the date on which DIT, WB would officially hand over the permission for operationalization of ITIs.

**'Third Party Assessor'** shall mean an expert appointed in accordance with Clause 9 to this Concession Agreement having the requisite expertise and experience to assess the training impartation method of the Concessionaire

**'Indirect Political Event'** shall have the meaning ascribed to it in clause 16.3 to this Concession Agreement;

**'Insurance Policy (ies)'** shall mean the contracts and policies of insurance taken out and maintained by the Concessionaire with respect to the ITIs and Assets.

**'ITI Group'** shall mean a total number of 2/3 ITI(s) that were offered under the RFP and pursuant to evaluation of Bids have been awarded to the Concessionaire to operate, manage and transfer. There are 15 ITI Groups under the scope of the RFP;

**'Lead Member'** shall mean [Gopalindapur Seplali Samaj Seba] <sup>Sanity</sup> having maximum training capability in terms of students trained in the Consortium;

**'Lenders'** shall mean the financial institutions, banks from whom the Concessionaire may finance a debt as per the terms of the Financing Agreement for financing the Project;

**'Letter of Acceptance' or 'LoA'** shall mean a letter intimating the acceptance by the Successful Bidder to DIT, WB for implementing the Project in response to the Letter of

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1/11 Block, G.P. Office  
Chittaranjan, Kolkata  
West Bengal





right vested in a Party by the terms of this Concession Agreement ineffective or (b) adversely affects or restricts or frustrates (i) the ability of any Party to observe and perform in a timely manner its obligations under this Concession Agreement or (ii) the legality, validity, binding nature or enforceability of this Concession Agreement and in case of Concessionaire shall mean a circumstance that leads to reduction in student intake to the extent of 1/3<sup>rd</sup> of the student intake for the preceding year;

**'Material Breach'** means a breach of the obligations or terms and conditions of this Concession Agreement by a Party, which has a Material Adverse Effect;

**'NCVT'** shall mean National Council for Vocational Training;

**'Permanent Grantee'** shall have the meaning as envisaged under the Easement Act, 1882;

**'Person'** shall mean any natural person, firm, company, and governmental authority, Statutory Authority, society, trust or any legal entity;

**'Project'** shall mean the operation, management, maintenance and transfer of 2 ITIs

**'Project Agreements'** shall mean (i) this Concession Agreement and (ii) any material contracts or agreements entered into by the Concessionaire for implementing the Project and designated in writing as a project agreement after taking a prior written approval of DIT, WB;

**'Proprietary Material'** shall mean such the material that has been conceived, designed, written, produced or developed by the Party himself or through an external agency for a consideration and on which the Party enjoys and can establish proprietary rights under the Applicable Laws and for this Concession Agreement.

**'Reasons for Refusal'** shall have the meaning ascribed in clause 6.1.3. (b) to this Concession Agreement;

**'RFP'** shall mean the Request for Proposal dated December 18<sup>th</sup>, 2015 issued by the DIT, WB to invite bids from the interested Bidders to implement the Project and shall also include amendments thereto, issued from time to time;

**'Security Bank Guarantee'** shall mean the irrevocable & unconditional bank guarantee equivalent to INR 4, 00, 000 (Rs. Four Lakhs) per ITI valid for 12 years and 6 months from Nationalized Bank payable at Kolkata.

**'Society'** shall mean a society established and registered under the Societies Registration Act, 1860 / Indian Trust Act, 1882;

**'Staff and Faculty'** shall mean the teachers, professors, technical instructors, etc. and technical, vocational and administrative staff that may be employed on full time and/or part time basis by the Concessionaire for the Institutes in accordance with the Applicable Laws and norms of DIT, WB/Statutory Authority;

**'Statutory Authority'** shall mean empowered organizations, Government instrumentalities involved in approval, recognition of courses, programmes offered in the Institutes and shall include DIT, WB, DGT, NCVT and WBSCT.



'Transfer Date' shall mean the date of expiry of the Concession Period or termination of this Concession Agreement and handing over /transfer of the ITIs free of any Encumbrances and at zero value;

'Trust' shall mean a trust established under the Applicable Laws

'WBSCVT' shall mean West Bengal State Council for Vocational Training;

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Sudhan Ghosh

Director  
SBG ITI PRIVATE LIMITED

29 FEB 2016

B. N. SAHA  
NOTARY  
B. N. SAHA  
Notary Public, West Bengal  
Kolkata





**1.2 Interpretation**

In this Concession Agreement, unless the context otherwise requires:

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of State of West Bengal, laws of India or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) the table of contents, headings or sub-headings in this Concession Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Concession Agreement;
- d) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- e) references to "Clause", "Article" and "Schedules" herein shall mean reference to the Clause, Article and Schedules to this Concession Agreement
- f) this Concession Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt between the Parties in relation to the Project.

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Sudhanu Ghosh

Director  
SBG ITI PRIVATE LIMITED



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B. N. SAHA  
NOTARY  
23/2018

12.9 FEB 2018

## 2. SCOPE OF THE PROJECT



The scope of the Project (the "Scope of the Project") shall mean and include during the Concession Period:

### 2.1. Role of DIT, WB

2.1.1. DIT, WB hereby would be providing infrastructure in terms of land & building for the following ITIs.

### Schedule and Site Plan

Refer to Annexure 1.

### Land Details

ITI Name	District	Mouza	J.L. NO.	Plot No.	Area (Acres)
Nayagram	Paschim Madinipur	Nayagram	143	238(P)	3.00
Binpur II	Paschim Madinipur	Sahari	248	37(P)	3.00

### Electrical Connection Details

The ITI has provision of **100KW** of power.

2.1.2. DIT, WB hereby agrees to sponsor 80% of the students which is referred to as the DIT, WB quota in the ITIs as mentioned below.

ITI Name	Total Students	DIT Quota Students
Nayagram	460	372
Binpur II	430	348

2.1.3. DIT, WB already has identified the courses to be operated in the abovementioned ITI as mentioned in Annexure 2.

2.1.4. DIT, WB would be appointing a TPA which would be responsible to assess the functioning of the ITIs against the KPIs identified in clause 8.2 of this agreement. All applicable charges related to the TPAs would be borne by the DIT, WB.

2.1.5. The DIT, WB also reserves the right to carry out further inspections to confirm the recommendations of the TPA.

2.1.6. Disburse the agreed annual grant which is mentioned below to the Concessionaire basis the report received from the TPA and his findings, if any, as per the payment milestones depicted in clause 8.3.

B. N. SAHA

Sulhan Ghosh  
Director  
COC ITI PRIVATE LIMITED





ITI Name	Total Agreed Annual Grant (in INR)	Total Agreed Annual Grant (in Words)
Nayagram	3572000	Thirty Five Lakhs and Seventy Two Thousands Only
Bimpar II	3365000	Thirty Three Lakhs and Sixty Five Thousands Only
Total	6937000	Sixty Nine Lakhs and Thirty Seven Thousands Only

Item Description	Non-IMC Strength	Units	Quota/ Student/ Year	TOTAL Quota/ Year	TOTAL Quota/ Year In Words	
1	2	4	5	13	63	55
<b>1 ITI Nayagram (W Midaspore)</b>						
1.01	A1	212.0000	9500.0000	2014000.0000	INR Twenty Lakh Fourteen Thousand Only	
1.02	A2	84.0000	9500.0000	790000.0000	INR Seven Lakh Ninety Eight Thousand	
1.03	A3	42.0000	10000.0000	420000.0000	INR Four Lakh Twenty Thousand Only	
1.04	B1	1.0000		0.0000	INR Zero Only	
1.05	B2	1.0000		0.0000	INR Zero Only	
1.06	B3	24.0000	10000.0000	240000.0000	INR Three Lakh Forty Thousand Only	
<b>2 ITI Bimpar II (W Midaspore)</b>						
2.01	A1	196.0000	9500.0000	1862000.0000	INR Eighteen Lakh Sixty Two Thousand	
2.02	A2	34.0000	9500.0000	323000.0000	INR Three Lakh Twenty Three Thousand	
2.03	A3	42.0000	10000.0000	420000.0000	INR Four Lakh Twenty Thousand Only	
2.04	B1	0.0000		0.0000	INR Zero Only	
2.05	B2	0.0000		0.0000	INR Zero Only	
2.06	B3	75.0000	90000.0000	750000.0000	INR Seven Lakh Fifty Thousand Only	
<b>Total in Figures</b>				<b>6937000.0000</b>	<b>INR Sixty Nine Lakh Thirty Seven Thousand Only</b>	

Quoted Rate in Words

INR Sixty Nine Lakh Thirty Seven Thousand Only

- 2.1.7. Provide necessary approvals for conducting MFS courses in the ITIs if necessary.
- 2.1.8. Provide representation of the DIT, WB for the IMC.
- 2.1.9. Facilitate application for necessary affiliations for all ITIs within the specified time as per the NCVT guidelines.

## 2.2. Role of Concessionaire

- 2.2.1. To make the necessary investments in terms of procuring equipment as per the courses to be conducted in the ITIs as mentioned in Annexure 2 and other furnishings that are required to smoothly run an ITI.
- 2.2.2. To operate the ITIs and take the responsibility of the daily functioning of the institutions by incurring the recurring costs in terms of consumables, raw materials, learning resources, electricity bills, water charges, security cost etc.
- 2.2.3. To hire high quality trainers as per NCVT guidelines to operate the mentioned courses in the specified ITIs and ensure quality training being imparted. Refer to the following link for a detailed qualification requirements of faculties <http://www.dget.nic.in/content/innerpage/trade-syllabus.php>

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

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**TRAINING**



functioning of the ITIs.



- 2.2.7. To aspire for 4-5 star rating for all ITIs as per the star criteria guidelines mentioned in Annexure 6.2 of the RFP document.
- 2.2.8. To obtain and to seek support of DIT, WB in acquiring all affiliations, approvals, certification and licenses as required by providing all necessary paperwork to operate ITIs in West Bengal. The Concessionaire would not be able to commence classes for CTS courses in absence of all the required affiliations and in case found otherwise, it would be considered to be a breach of agreement as per clause 17 of this Concession Agreement.
- 2.2.9. To operate the ITIs in **Two** shifts to ensure optimal usage of the resources. However in case the Concessionaire wants to operate additional shifts outside the stipulated timings of the two shifts, the DIT, WB would not be liable to disburse additional grant for those shifts. Also, the Concessionaire would have to ensure that the operation of two shifts should not be hampered due to the additional shifts.
- 2.2.10. To conduct other short term Non CTS courses like QIP NOS and/or MES courses as per NSDC/SDIS's rules and regulations or any other short term vocational courses with prior approvals from DIT, WB.
- 2.2.11. To ensure that the infrastructure provided by the DIT, WB is only used for conducting vocational training courses. Any other activity should be strictly discouraged and it may lead to termination of the agreement as per clause 18 of this Concession Agreement.
- 2.2.12. The Concessionaire would be responsible for maintenance of infrastructure of the ITIs as required for the proper functioning.
- 2.2.13. The Concessionaire would be required to submit semester wise reports regarding the operational facts to DIT, WB. An indicative format has been mentioned in Annexure 3 of this concession agreement.

### 3. GRANT OF CONCESSION

#### 3.1. The Concession

3.1.1. In accordance with the provisions of this Concession Agreement, the Applicable Laws and the Applicable Approvals, the DIT, WB hereby grants to the Concessionaire and the Concessionaire hereby accepts, the exclusive right, authority and authorization during the Concession Period, including extension thereof, to use the ITIs to operate, manage and maintain the Institutes under the Project (the "Concession"), for a period of 12 years and any extension thereof, commencing from the Effective Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein. For avoidance of doubt, it is clarified that at all times the ITIs shall be the property of the DIT, WB and the Concessionaire shall maintain the ITIs in good condition till the end of the Concession Period.

3.1.2. Subject to and in accordance with the provisions of this Concession Agreement,

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Bhubaneswar, Odisha  
West Bengal



Concession Agreement:



- c) operate courses mentioned in clause 2.1.3 in the respective Institutes in accordance with the terms of this Concession Agreement and the prevailing guidelines of the NCV I/SSCs/SDIS;
- d) Collect, transfer and appropriate Academic Fees for the Institutions as specified in clause 14.2 of this Concession Agreement;
- e) bear and pay all recurring costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Concession Agreement;

**3.2. Concession Period**

3.2.1. The Concession Period shall commence from the Effective Date and shall be valid for a period of 12 (Twelve) years from the Effective Date or as extended in accordance with the provisions of this Concession Agreement.

**3.3. Actions in Support of the Concession**

3.3.1. It is agreed that the Concessionaire shall solely be responsible to arrange any finance if needed for the Project in excess to the annual grant to be paid by DIT, WB for the Project. The Concessionaire shall not in any manner enter into any arrangement with the Lenders that shall materially and adversely affect the rights and interests of DIT, WB hereunder or impose additional liabilities on the Project and any liability arising out of the arrangement with the Lenders shall be solely borne by the Concessionaire. For avoidance of doubt it is clarified that the Concessionaire shall not assign and/or charge and/or mortgage and/or encumber in favor of Lenders or any other party any right, benefit and interest in the ITIs handed over to the Concessionaire as a Concession;

3.3.2. The DIT, WB shall render such assistance as the Concessionaire may reasonably require, from time to time, for availing and obtaining all Applicable Approvals and for completion of formalities relating to the Project provided the Concessionaire is in compliance with the rules, regulations and guidelines prescribed by the Statutory Authorities;

3.3.3. The DIT, WB shall facilitate and extend the GOI/GoWB grants for the present and future schemes available for the Institutes, wherever applicable.

3.3.4. The DIT, WB undertakes not to terminate or repudiate this Concession Agreement prior to the expiry of the Concession Period otherwise than in accordance with the provisions of this Concession Agreement;

3.3.5. The DIT, WB shall provide all assistance and recommendations to the Statutory Authority, including GoI, in support of the Concessionaire's applications for Applicable Approvals that may be needed from time to time for the implementation of the Project provided that the Concessionaire has made the requisite applications and is in compliance with the necessary norms and regulations of the Statutory Authority for the grant of such Applicable Approvals.

  
**B. N. SAHA**  
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14/25th Avenue,  
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Salt Lake, Kolkata  
700064



## 4. CONDITIONS PRECEDENT



### 4.1. Conditions Precedent

4.1.1. Save and except as expressly provided herein, the respective rights and obligations of the Parties under this Concession Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 prior to the Effective Date.

#### 4.1.2. Conditions Precedent to be fulfilled by Concessionaire

- a) The Concessionaire shall provide to DIT, WB a Security Guarantee in the form of an irrevocable and unconditional Bank Guarantee (a format of the Bank Guarantee is provided in Annexure 6.10 of the RIP) of an amount equal to INR 4,00,000 (Indian Rupees Four Lakhs Only) per ITI totaling to INR 8,00,000 (Indian Rupees Eight Lakhs Only), from a Scheduled Commercial bank drawn in favor of Director of Industrial Training, West Bengal payable at Kolkata and such Security Guarantee shall be released by the DIT, WB in the manner provided in clause 7.1.5 of this Concession Agreement and shall remain valid from the date of issue until six months beyond the stipulated 12 years:

#### 4.1.3. Conditions Precedent to be fulfilled by DIT, WB

Before the Effective Date DIT, WB shall issue a joint inspection letter for the inspection of the ITIs.

4.1.4. Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

#### 4.1.5. Non - fulfillment of Conditions Precedent

- a) In the event that any of the Conditions Precedent relating to a Party have not been fulfilled within the period from the Execution Date until the Effective Date ("Compliance Period") as prescribed in clause 4.1.2 and 4.1.3 herein above, either Party may, notwithstanding anything to the contrary in this Concession Agreement, extend the time period for satisfying the Conditions Precedent as specified herein below. Provided any extension of a Condition Precedent shall not render this Concession Agreement invalid.

- b) In the event that DIT, WB is unable to hand over peaceful possession of the ITIs to the Concessionaire within 2 months from the Execution Date, the Concessionaire agrees that the period of 2 months shall automatically extend for a further period of 1 month beyond the 2 months period, for handing over the ITIs.

However at the end of such extended 1 month, if DIT, WB is unable to hand over the ITIs to the Concessionaire this shall result in DIT, WB Event of Default and in such event the Concessionaire shall be entitled to terminate this Concession Agreement. In case of termination of this Concession Agreement by

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NOTARY  
Bishnupur Sub-Div.  
S.P.O. (N)  
Kolkata, West Bengal



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NOTARY  
29/2002  
of W.B. (Notary)

achieving Financial Closure by 30 (Thirty) days. However, non-achievement of Financial Closure during such extended 90 (Ninety) days shall result in Concessionaire Event of Default and DIT, WB shall in such event terminate this Concession Agreement. Without prejudice to any rights available under this Concession Agreement, upon termination, DIT, WB shall forfeit the Security Bank Guarantee.

- d) In the event DIT, WB has terminated this Concession Agreement due to non-fulfillment of any Condition Precedent by the Concessionaire, DIT, WB shall not be liable in any manner whatsoever to the Concessionaire or its Contractors, agents and employees. Without prejudice to any rights available under this Concession Agreement, upon termination, DIT, WB shall invoke the Security Bank Guarantee furnished by the Concessionaire.
- e) Upon termination of this Concession Agreement and in the event DIT, WB shall have executed and handed over the possession of the ITIs to the Concessionaire, the ITIs shall immediately revert to DIT, WB free of encumbrances and without any liability whatsoever from any Parties.



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Sudhar Singh

Director  
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West Bengal

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**5. RENEWAL OF CONTRACT, LOCK-IN PERIOD AND EXIT CLAUSE**

**5.1. Renewal of Contract**

5.1.1. Renewal of the agreement with the PTP post the completion of the existing 12 year period, would be for a term of 7 years from the date of completion of the agreement. The agreement would only be considered for renewal based on a favorable assessment report from the TPA or any other agency appointed for this purpose. However, the right of first refusal would remain with the PTPs post the completion of the agreement.

5.1.2. The notification of the intent for renewal would be sent to PTPs by DIT, WB 6 months prior to the completion of 12 years tenure to which PTPs would be required to respond in 2 weeks' timeline.

5.1.3. In case of non-renewal of the contract, the existing PTP would have to ensure a smooth transition to the newly appointed PTP so that the training process for the existing batches continues uninterrupted and the affiliations and accreditations remains undisturbed. The whole process will be monitored by TPA with the final decision resting with DIT, WB. In case of any anomaly DIT, WB reserves the right to impose penalties to be deducted from the Security Bank Guarantee.

**5.2. Lock-In Period**

5.2.1. All PTPs would need to carry out services for at least 4 years of the 12 years agreement period. This period is known as the Lock-In period where the PTP would not be able to invoke the exit clause.

5.2.2. In case a PTP expresses its desire to discontinue its services before the 4 years lock-in period, then it would be considered as a breach of agreement and necessary legal actions would be taken as per clause 17.

**5.3. Exit Clause**

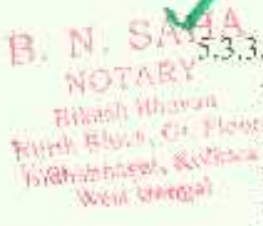
5.3.1. A PTP may express its desire in writing to terminate the agreement post the completion of the 4 years Lock-In period.

5.3.2. Since the agreement would be established for a specific group of ITIs, a PTP would need to terminate its services in all the ITIs of that group. Termination of agreement of services would be group specific and not individual ITI specific. DIT, WB will not hold up any PTP in case it wishes to discontinue the agreement.

5.3.3. A notice period of 1 year would be required for DIT, WB to process the termination of the agreement. Once a PTP has expressed its desire to terminate the agreement, then the PTP cannot withdraw its application post commencement of the notice period. However, the PTP has to complete the training of the ongoing batches till the completion of the AITT.

5.3.4. It may also be noted that the PTP would be barred from re-participating in the bidding process of the same group of ITI once the agreement has been terminated.

5.3.5. A termination fee would be payable to the DIT, WB by the PTP which would be







## 6. POSSESSION AND ACCEPTANCE OF ITIs

### 6.1. *Handing over Possession of the ITIs*

6.1.1. The DIT, WB will hand over the full and peaceful possession of the ITIs to the Concessionaire. The physical possession of the ITIs shall be handed over to the Concessionaire within 2 (Two) months from the Execution Date unless the 2 month period is further extended by 1 (One) month period. Provided DIT, WB shall inform the Concessionaire 1 (One) month in advance, the date on which the physical possession of the ITIs will be handed over to the Concessionaire and provided further that the Concessionaire shall have furnished to the DIT, WB, the Security Bank Guarantee as set forth in clause 7.1.

6.1.2. Till the time of handing over the possession of the ITIs, DIT, WB would clear all the pending dues regarding electricity, water, taxes etc.

### 6.1.3. Acceptance of ITIs

- a) The Concessionaire should start operation as directed in clause 13.1.3. by 30 days from the handover date as mentioned in the Concession Agreement. If found otherwise, then the Concession Agreement would be terminated, Security Bank Guarantee would be invoked and the Concessionaire would be blacklisted by the DIT, WB from conducting all training related activities in West Bengal.
- b) The Concessionaire may within 7 (Seven) days of taking possession of such ITIs express in writing to DIT, WB, its acceptance/refusal to take possession of the ITIs awarded for operation. The concessionaire would have to specify the reasons for not accepting the ITIs and upon proper validation of the reasons mentioned the sole discretion of accepting the application would be with DIT, WB.
- c) On receipt of communication, if any, from the Concessionaire with regard to refusal to accept the ITIs, the DIT, WB shall examine the ITIs and accept or reject such reasons for refusal of possession of ITIs. The decision of the DIT, WB shall be final and binding on both the Parties.
- d) In the event the DIT, WB accepts the Reasons for Refusal given by the Concessionaire, the Concessionaire shall be entitled to terminate this Concession Agreement.

  
**B. N. SAHA**  
NOTARY  
Barragan, Sub-Div.,  
24 P.W. (VI) Govt. of W.B.  
(India)

- e) In the event the DIT, WB rejects the Reasons for Refusal given by the Concessionaire, the Concessionaire shall be obliged to take possession of the ITIs and implement the Project as per the provisions of the Concession Agreement. In case the Concessionaire fails to take possession of the ITIs within a period of 45 days from the date of refusal of Reasons for Refusal by the DIT, WB shall terminate this Concession Agreement and the Security Bank Guarantee furnished by the Concessionaire shall be invoked by DIT, WB. In addition, Concessionaire would be blacklisted by the DIT, WB from conducting all training related activities in West Bengal.

### 6.1.4. Access to ITIs





**7. SECURITY BANK GUARANTEE**

**7.1. Security Bank Guarantee, Penalty and Liquidated damages**

7.1.1. Concessionaire has provided a security bank guarantee of INR. 4,00,000 (Rs. Four Lakhs only) per ITI totaling to INR **8,00,000** (Rs. Eight Lakhs only) as per format mentioned in Annexure 6.10 in the RFP, within a period of 7 days from the date of receipt of Letter of Intent.

7.1.2. The security bank guarantee is from a Scheduled Commercial bank drawn in favor of Director of Industrial Training, West Bengal payable at Kolkata. In case the Security Bank Guarantee is of less than 12 years 6 months then the Concessionaire has already submitted a letter stating that it would be renewed 1 year prior to expiration of the current one. If concessionaire fails to renew the security bank guarantee as aforementioned, it would be considered as Breach of Contract.

7.1.3. This Guarantee is irrevocable and remain in full force for a period of **12 years 6 months** from the date of signing of the agreement and shall continue to be enforceable till all obligations under the agreement have been full filled.

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

- a) When any terms and conditions of the Agreement are breached.
- b) When the Concessionaire fails to provide the services as specified in the Agreement.

A Notice of 6 months will be given to the Concessionaire before Security Bank Guarantee is forfeited

7.1.5. The Security Bank Guarantee shall be released by DIT, WB to the Concessionaire within 6 (Six) months from the date of end of the Concession Period i.e. 12 years. If any amounts due to DIT, WB from the Concessionaire is not paid off until 30 (Thirty) days prior to the date of end of Concession Period, the Security Bank Guarantee shall not be returned to the Concessionaire and the DIT, WB shall have the right to appropriate such amount from the Security Bank Guarantee, if required.

**DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL**

Sultan Gosh

**Director  
SBG ITI PRIVATE LIMITED**

  
**B. N. SAHA  
NOTARY**

**29 FEB 2016**





**8. GRANT**

**8.1. Grant**

8.1.1. The Concessionaire shall be entitled to Grant from the DIT, WB as per the grant quoted by the Concessionaire in the Financial Bid submitted during the Bid process as mentioned in 2.1.6 of this concession agreement.

**8.2. KPIs**

8.2.1. DIT, WB would disburse the grant as a step-function of the achievement of the below mentioned KPIs.

- a) All students admitted in ITIs would need to be registered with NCVT.
- b) Concessionaire would need to ensure that at least 85% of the total trainees enrolled for the courses appear for all the semester exams.
- c) Concessionaire would need to ensure that at least 80% of the total trainees appeared for exams secure pass marks.
- d) Concessionaire would need to ensure that the dropout rate from every ITI in a group should not exceed 5% of the actual number of DIT, WB quota students admitted.

8.2.2. Concessionaire would need to ensure that the ITIs acquire 3 star rating in 2 years, 4 star rating in 3 years and 5 star rating in 4 years of their operation as per the star rating criteria of the regulatory body as mentioned in Annexure 6.2 of the RFP. In case the Government of West Bengal/ Government of India decides to introduce an equivalent accreditation system in place of star rating the criteria may be redefined by DIT, WB or may remain same.

8.2.3. TPAs would be assessing the adherence of the Concessionaire to the KPIs mentioned above and DIT, WB would be disbursing the grant according to the report submitted by the TPA. However the decision of DIT, WB related to disbursement of grant would be final.

**8.3. Disbursement of Grant & Payment Milestones**

8.3.1. Payments to the Concessionaire would be based on the TPA performance report of an ITI and mapped with the successful achievement of the KPIs. However, the final decision regarding disbursement of the grant will be with DIT, WB.

8.3.2. The annual grant will be disbursed as per the table mentioned below

	1st Year			2nd Year	
	After Registration	End of 1st Semester	End of 2nd Semester	End of 3rd Semester	End of 4th Semester
Total Payment Excluding Penalties	10%	30%	60%	40%	60%

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WEST BENGAL





- a) 10% of total annual grant will be made on completion of 100% registration of the admitted trainees. Otherwise, a penalty will be imposed on a pro-rata basis as illustrated in Annexure 6.11 of RFP.
- b) Calculation of Total Trainees will be based on the following formulae and would remain the same for all semesters: **Total Trainees = (Actual DIT, WB Quota students registered) – (5% permissible dropout from the DIT, WB quota) + (IMC quota students)**. For permissible dropout refer to 8.3.2.f of this Concession Agreement).
- c) On ensuring 85% of the Total Trainees enrolled for the courses appear for the exams, 15% of the total annual grant would be paid at the end of 1st Semester and 30% at the end of 2nd Semester. For the following year, 20% of the next year's annual grant will be paid at the end of 3rd Semester and 30% at the end of 4th Semester.
- d) On ensuring 80% of the Total Trainees appeared for exams secure pass marks, 15% of the total annual grant would be paid at the end of 1st Semester and 30% at the end of 2nd Semester. For the following year, 20% of the next year's annual grant will be paid at the end of 3rd Semester and 30% at the end of 4th Semester.
- e) Penalties imposed for non-achievement of the above KPIs would be calculated on the basis of a step function. Refer to Annexure 6.11 of RFP for an illustration on applicable penalties.
- f) In case dropouts in an ITI exceeds the permissible dropout limit (5% of actual DIT Quota Students given at the time of registration) then penalty will be incurred according to the following formula: **Annual Grant = (Grant/Student/Year) x [Total DIT Quota Students – (Total Dropout Students from DIT quota – 5% of actual DIT Quota Students given at the time of registration)]**
- g) Penalties incurred for dropout students exceeding the permissible limit is illustrated in Annexure 6.11 of RFP.
- h) For every student placed within 3 months from the date of completion of last semester (4th Semester for 2 years courses and 2nd Semester for 1 year courses) and on the basis of a favorable assessment from TPA upon examining the supporting documents which includes a fixed wage/ remuneration or a contractual agreement of minimum 1 year duration and six months' pay slips for each placed student, the DIT, WB will be granting an incentive to the Concessionaire of INR 3000 per placed student within 1 year of completion of last semester as stated above. Self-Employment would not be considered in this case.
- i) The Concessionaire would be eligible for a one time incentive of 10% of total annual grant on achieving 3 star rating or higher within 2 years of commencement of operations. In case of failure to achieve the same, Concessionaire would be allowed an additional period of 1 year to achieve the rating and would not be eligible for any incentive. From 4th year onwards, failure to achieve the specified





## 9. THIRD PARTY ASSESSORS

### 9.1. Appointment of TPA

9.1.1. A Third Party Assessor (TPA) of repute shall be appointed by DIT, WB to assess the performance of all ITIs.

### 9.2. Responsibilities of the TPA

9.2.1. The TPA would submit a report mentioning the performance of the ITIs as per the identified KPIs mentioned in clause 8.2 of this Concession Agreement.

9.2.2. The TPA would also assess the registration procedure of the ITI students as forwarded by the DIT, WB and report in case of any deviation in the admission process.

9.2.3. TPA would assess the students who have dropped out of the courses and ascertain the validity of the reasons for such drop outs. In case of any discrepancy as reported by the Concessionaire, the grant for such students would be forfeited.

9.2.4. Disbursement of grant to the Concessionaire would be based on the TPA performance report of the ITI. The final decision regarding disbursement of the grant will be with DIT, WB.

9.2.5. Non achievement of KPIs as reported by the TPA will attract penalties as per clause 8.3 of this Concession Agreement.

### 9.3. Remuneration

9.3.1. The remuneration, cost and expenses of the TPA would be borne by the DIT, WB.

### 9.4. Termination of Appointment

9.4.1. DIT, WB may terminate the appointment of the TPA at any time, but only after appointment of another TPA. DIT, WB would not be liable to provide the Concessionaire with any reason for the termination of the TPA.

### 9.5. Dispute Resolution

9.5.1. If either Party disputes any advice, instruction, decision, direction or award of the TPA, or, as the case may be, the assertion or failure to assert jurisdiction, the dispute shall be resolved in accordance with the Dispute Resolution Procedure as provided in Article 22 to this Concession Agreement.

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WEST BENGAL

Sulfan Ghosh

Director  
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## 10. OBLIGATIONS OF THE PARTIES

### 10.1. Obligations of DIT, WB

The DIT, WB in addition to and without prejudice to its rights specified in other provisions of this Concession Agreement, shall, without qualification, during Concession Period, observe and comply with the following obligations:

- 10.1.1. The DIT, WB shall at its own cost, be responsible for giving full and peace possession of the ITIs to the Concessionaire unless extended further, within period of 2 (Two) months from the Execution Date;
- 10.1.2. Upon request from the Concessionaire, the DIT, WB shall facilitate procuring all necessary affiliations for the ITIs within the specified time as per the NCVT guidelines subject to the Concessionaire complying with the eligibility criteria or conditions, as the case may be, for such Applicable Approvals.
- 10.1.3. Provide Annual Grant quoted by the Concessionaire in its Financial Bid subject to the Concessionaire would be adhered to the KPIs mentioned in clause 8.2. The grant would only be disbursed against the reports submitted by the assignee TPA and the decision of the DIT, WB would be final.
- 10.1.4. In the event of a Change in Law, wherein such change has a Material Adverse Effect, the Concessionaire may by notice in writing to the DIT, WB request the DIT, WB to make such modifications to the terms of this Concession Agreement as the Concessionaire reasonably believes are necessary to place the Concessionaire in substantially the same legal and economic position as it was prior to such Change in Law and the DIT, WB may make best endeavors to put in effect such reasonable request of the Concessionaire after proper validation of the request.
- 10.1.5. Issue government orders or gazette notifications if necessary, for implementing the Project;
- 10.1.6. Communicate Government orders, notifications, decisions, changes in norms and standards to Concessionaire.

### 10.2. Obligations of the Concessionaire

The Concessionaire, in addition and without prejudice to its rights specified in the other provisions of this Agreement, shall, during the Concession Period, including extension thereof, without qualification, observe and comply with the following obligations:

- 10.2.1. Take over possession of the ITIs from the DIT, WB, provided, however, it has furnished the Security Bank Guarantee in accordance with the provision of Clause 7 above;
- 10.2.2. To obtain and to seek support of DIT, WB in acquiring all affiliations, approvals, certification and licenses as required by provision...

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NOTARY

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160002

*[Signature]*

Attestation





follow the procedure specified in sub-clause 14.2 to this Concession Agreement;

- 10.2.5. Undertake and discharge successfully all the liabilities relating to salaries and operational expenses of the Institutes ;
- 10.2.6. To hire non-teaching staff members including Principal, Vice-Principal, Head of Instructors (Foreman) and other administrative & supporting staffs and as required for smooth functioning of the ITIs. Refer to the following link for a detailed qualification requirements of faculties  
<http://www.dget.nic.in/content/innerpage/trade-syllabus.php>
- 10.2.7. The Concessionaire would need to ensure that the CTS courses are conducted irrespective of the number of students admitted in a unit. In case there is a delay in the commencement of classes from the date as specified by NCVT, it may be considered to be a breach of agreement unless otherwise decided differently by DIT, WB.
- 10.2.8. Maintain the buildings and infrastructure of the Institutes in accordance with the norms prescribed by the DIT, WB with the objective of providing adequate service standards to the students; In case any repairing work would be necessary, the liability for undertaking such repairing works would be lying with the Concessionaire unless otherwise decided by DIT, WB.
- 10.2.9. Hand over to DIT, WB at the end of the Concession Period the ITIs at zero value in fair condition, subject to normal wear and tear, and without any Encumbrance or liability of any sort created on the same by the Concessionaire;
- 10.2.10. Allow free access to the DIT, WB or his authorized representatives to the institutes for inspection or other official works with or without prior notice to the Concessionaire as per need of the situation
- 10.2.11. Subject to the provisions of Clause 16 i.e. Force Majeure, not abandon the Project;
- 10.2.12. Provide a security and watch and ward service at the Institutes to maintain the safety and security of the life and property and make provision and arrangement for first aid and prompt medical attention in cases of accidents and emergencies. Necessary firefighting arrangements have to be ensured & maintained by the Concessionaire in consultation with the Fire Service Department. In case of any incidence of fire, apart from local fire management intimation has to be given promptly to the local fire station for safety and security of life and property.
- 10.2.13. Maintain the requisite insurance on the Project, as specified in this Concession Agreement and/or by DIT, WB from time to time and provide copies of the same to the DIT, WB. In case DIT, WB finds that the Project is not being adequately insured by the Concessionaire, then it shall, at its own discretion, procure the same and receive the costs associated for taking such insurance from the Concessionaire within 7 days of raising of such invoice;
- 10.2.14. Upon the termination of the Concession Period hand over the ITIs to DIT,

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10.2.17. The concessionaire would have to set up a necessary infrastructure for providing information to public under the RTI Act, 2005.

### 10.3. Obligations of the Parties

Each Party shall:

10.3.1. Comply with and perform its respective obligations under this Concession Agreement and shall work and cooperate in good faith with the other Party with respect to all the obligations and rights hereunder of the other Party;

10.3.2. Agree that the title to and ownership of the ITIs during the Concession Period shall at all times vest in DIT, WB and shall not under any circumstance whatsoever pass over or be deemed to have passed over to the Concessionaire or Persons claiming by, under or through the Concessionaire and shall be handed over at zero value to the DIT, WB upon the expiry of the Concession Period or prior termination of the Concession Agreement.

10.3.3. Agree that the name of the ITIs would not be changed under any circumstances unless directed otherwise by DIT, WB.

10.3.4. Agree that Concessionaire would have to take permission from DIT, WB for any advertisement or marketing activity which would bear the name/details of the ITIs.

10.3.5. Agree that the Concessionaire shall carry the Academic Related Activities as follows:

- a) The Concessionaire may carry in the campus of the Institute; Academic Related Activities including but not limited to industry-interaction cells, industry incubation center, training related workshops, industry consultancy, book stores selling books relating to academic curriculum, etc. which will generate revenue for the Institute with prior permission from DIT, WB. Such Academic Related Activities must be related to industrial training and primarily shall be meant for welfare and skill enhancement of students enrolled with the Institutes. However no ITI premise would be used for the purpose of Private Tuition;
- b) The Concessionaire shall conduct courses for the industry sponsored students/ employees, in-service programs, industry interaction cells, training related workshops etc. with the objective to optimize utilization of resources in a manner that the students enrolled in the Institutes are not adversely affected. The Concessionaire may have the flexibility in deciding the curriculum of the courses that will cater to the students enrolled and sponsored by the industry provided a prior approval of the DIT, WB, if necessary, is sought by the Concessionaire;
- c) The Concessionaire shall by giving one month prior intimation to DIT, WB conduct any Academic Related Activities in the campus premises of the Institutes provided that such Academic Related Activities are legally permissible and comply with the Applicable Laws and that the Concessionaire has obtained all the necessary permissions, approvals, and licenses as may be required under the applicable laws to operate such Academic Related Activities. However, the



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such Academic Related Activities, the Concessionaire shall carry discussions with the DIT, WB and put forth its case and justify introduction of such Academic Related Activity in the campus premises of Institutes. Such discussions may be carried for a period not more than 2 (Two) months and in the event DIT, WB does not grant permission to carry the concerned Academic Related Activity within such 2 (Two) month period, the Concessionaire shall be bound to carry out the modifications, alterations, changes if any, suggested by DIT, WB or stop such Academic Related Activities, as per the instructions of DIT, WB;

- e) The Concessionaire shall not allocate more than 20% of the seats /student intake for IMC quota seats.

#### **10.4. Obligations of the Lead Member & Other Members of the Consortium**

##### **10.4.1. Maintaining the requisite stake and voting rights in Concessionaire**

- a) The number of members of the consortium should not be more than 3. At least one member of the Consortium must be a Training Provider and should meet at least Two-Third (2/3<sup>rd</sup>) of the Training Capability as mentioned in the corrigendum of the RFP document. The member having highest training capability among the consortium members should be identified as the Lead Member. For this purpose 5 trainees in short term modules would be considered as equivalent to 1 trainee in CTS/Diploma courses. However the consortium as a whole should meet the Technical Qualification Criteria as mentioned in 3.4.1 of the RFP.
- b) All consortium members shall authorize the Lead Member by submitting the Power of Attorney as mentioned in Annexure 6.8 of the RFP document. Lead Member shall be issued instructions for and on behalf of all the partners of the consortium by DIT, WB.
- c) No change in the consortium members would be allowed without prior permission from DIT, WB. No such permission would be given during the lock in period of 4 years. However Inter se transfer of shares among the consortium member may be permitted during this period. If the consortium would want to replace any member in future it can only do so by inducting a new member in its place who would be having all the technical qualification at least equivalent to the outgoing member.

Provided that the new Lead Member and/or Other Member replacing the original Lead Member and/or Other Member should not have been an applicant and/or member of any other Consortium bidding for this Project.

Provided further that such new Lead Member and/or Other Members expressly and in entirety adopt the constitution documents and/or by-laws, obligations and duties of the Concessionaire under this Concession Agreement, as if it were an original Bidder under the Consortium.

- 10.4.2. Failure by the Lead Member and the Other Members to fulfill their obligations under clause 10.4.1 shall constitute a Concessionaire Breach of Contract and the consequences specified in this Concession Agreement shall follow.



## 11. REPRESENTATION AND WARRANTIES

### 11.1. Mutual Representations and Warranties

Each Party represents and warrants to the other Party that:

- 11.1.1. In respect to the Concessionaire only, it is duly organized, validly existing and in good standing under the laws of the jurisdiction;
- 11.1.2. It has full power and authority to execute, deliver and perform its obligations under this Concession Agreement and to carry out the transactions contemplated hereby;
- 11.1.3. It has taken all necessary action to authorize the execution, delivery and performance of this Concession Agreement;
- 11.1.4. This Concession Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof; and
- 11.1.5. It is subject to civil and commercial law with respect to this Concession Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction.

### 11.2. Further Representations and Warranties of Concessionaire

- 11.2.1. The Concessionaire represents that it has sought and provided a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Concession Agreement and the enforceability of the provisions thereof; and

### 11.3. Further Representation and Warranties of DIT, WB

- 11.3.1. The DIT, WB further represents and warrants to the Concessionaire that there is no litigation, claim, demand or any proceeding pending before any authority in respect of the DIT, WB's title to the ITIs.

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Subhan Ghosh  
Director  
SBG ITI PRIVATE LIMITED

B. N. SAHA  
NOTARY

29 FEB 2016





## 12. AUDITING

### 12.1. Requirements

- 12.1.1. The Concessionaire is required to prepare and submit various financial statements as per statutory requirements prevailing and introduced in future.
- 12.1.2. The Concessionaire shall get its financial statements and accounts audited by a practicing Chartered Accountant.
- 12.1.3. The DIT, WB reserves the right to get the accounts related to the Project audited as and when it deems it appropriate. All expenditure towards such audit shall be borne by the Concessionaire.

## 13. FUNCTIONING OF ITIs

### 13.1. Operation and Management of the Institutes

- 13.1.1. Each ITI would comprise of certain number of units as mentioned in Annexure 2 of this Concession Agreement.
- 13.1.2. The time allotment for each CTS course is as per the below mentioned table.

Sl. No	Segment	Hours/Week
A	Practical Instruction	28
B	Theoretical Instruction	10
	i Trade Theory	4
	ii Workshop Calculation & Science	2
	iii Engineering Drawing	2
	iv Environmental Studies	2
C	Extra - Curricular Activities including library studies and physical training	4
<b>Total Hours</b>		<b>42</b>

- 13.1.3. In the first year of operation, an ITI would be at 50% of its capacity for the CTS courses. In order to optimize the available infrastructure, a Concessionaire would need to ensure that MES or other short term courses are conducted both in the first and second shift along with the regular CTS courses from the first year of its operations. In case the Concessionaire starts operation after the deadline of admission of students for CTS courses for that particular year has passed, the Concessionaire would need to conduct MES or other short term courses to optimize the usage of the infrastructure till the admission for CTS courses to be conducted in next year.

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Concessionaire would need to conduct short term courses like QP NoS and/or MES course or any other course notified by DIT, WB.



13.1.6. For ensuring two shifts to be conducted in an ITI, a Concessionaire may start the first shift of CTS courses from 6.30 am onwards and the second shift of either MES courses or other short term courses from 2pm onwards. It needs to be ensured that classes in an ITI are completed normally by 6pm.

13.1.7. Concessionaire would be reimbursed on a per student basis as per the SDIS norms for conducting MES courses. This may be considered as incremental revenue for the Concessionaire. In case MES funding is unavailable, then the Concessionaire may conduct any other skill development courses with prior approval from DIT, WB.

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

### 13.2. Personnel – Staff & Faculty

13.2.1. Concessionaire would need to ensure that the recruitment guidelines of the NCVT shall be applicable for recruitment of faculty/staff. Refer to the following link for a detailed qualification requirements of faculties  
<http://www.dget.nic.in/content/innerpage/trade-syllabus.php>

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Director  
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700016

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## 14. ADMISSION AND ACADEMIC FEES

### 14.1. Admission Methodology

- 14.1.1. DIT, WB would perform multiple rounds of counselling of shortlisted students for admission in ITIs. After each round a list would be sent to the Concessionaire for admission of students in DIT, WB quota. Concessionaire would follow the admission procedures for all students as per the NCVT norms and DIT, WB guidelines.
- 14.1.2. All the existing government ITI admission rules and regulations would be followed for the DIT, WB quota, i.e. 80% of the candidates. Admission procedure of the candidates through the IMC quota will be outlined by the DIT, WB.
- 14.1.3. As per the present norms, Common Entrance Test would be conducted by the DIT, WB and only qualified students would be enrolled towards the 80% of candidates. All the prevailing terms and conditions would be applicable for the admission procedure. Any changes in the DIT admission norms for admissions in ITIs would be adhered to and put into immediate effect.
- 14.1.4. Quotas and reservation of seats for SC/ST, women and ex-servicemen will be followed as per the existing ITI admission norms for the 80% of candidates. The Government may modify reservation regulations for various priority categories of individuals & the DIT, WB as the implementing agency shall take them into account and notify the Concessionaire accordingly.
- 14.1.5. Admissions in all ITIs would be once a year for the semester commencing usually in August. For the first year the new ITIs would be operating at 50% of the total available seats.
- 14.1.6. In case DIT, WB is unable to provide the 80% of DIT, WB quota students to the Concessionaire in an ITI, then the Concessionaire cannot fill the gap by admitting students through the IMC quota. The DIT, WB would pay grant for the entire 80% of the students even in case it is unable to fill the quota.
- 14.1.7. The Concessionaire would need to ensure that the CTS courses are conducted irrespective of the number of students admitted in a unit. In case there is a delay in the commencement of classes from the date as specified by NCVT, it may be considered to be a breach of agreement unless otherwise decided differently by DIT, WB.
- 14.1.8. The other admission criteria like minimum age, qualification etc. shall be as per the norms and guidelines of DIT, WB.

### 14.2. Academic Fees/Training Fees

- 14.2.1. The training fees will be structured as per the intake 80-20 rule. For DIT, WB quota (80% of the intake capacity) the DIT, WB proposes to keep the current rate of tuition fees as per the existing fees in Government ITIs. This existing fee is capped at INR 360 per student per year and may be modified by DIT, WB from time to time. The Concessionaire would need to transfer the training fees to DIT, WB

*Handwritten signature in blue ink.*

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Area	Engineering Courses (INR) /student/year	Non-Engineering Courses (INR) /student/year
Rural	15,000	12,000
Urban	16,500	13,200

14.2.3. Further premium of 20% (on the applicable fees as mentioned in clause 14.2.2) or as stated by Government of India shall be admissible for the IMC quota students in case of IITs acquiring 4-5 star ratings as per clause 1.6.5 of the RFP as indicated by Government of India guidelines on date. These ratings would be provided by central government regulatory agency. Kindly refer to Annexure 6.2 of the RFP for criteria for acquiring star ratings. Please note that this premium is only applicable on the IMC quota students and not the DIT, WB quota students.

14.2.4. The fees as specified under clause 14.2.2 & 14.2.3 shall be subject to change as allowed by appropriate authorities of Govt. of India and/or Govt. of West Bengal.

14.2.5. AITT exam fees shall be charged from all the students by the Concessionaire as per the DIT, WB/ WBSCVT notifications. The Concessionaire would need to transfer the exam fees to DIT, WB through GRIPS.

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Subhan Ghosh

Director  
IRG IIT PRIVATE LIMITED

  
B. N. SAHA  
NOTARY  
Bhadracharya  
New B. Road, G. P. Office  
Bhadracharya, Kolkata-74  
West Bengal

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## 15. TRANSFER OF PROJECT

### 15.1. *Scope of Transfer*

15.1.1. The Concessionaire shall at the end of the Concession Period hand over to the DIT, WB, the ITIs free and clear of any liability, charge and/or Encumbrances created or suffered by the Concessionaire after the Effective Date and before the end of Concession Period, all of the Concessionaire's right, title and interest in and to the ITIs. However the ownership of the Laboratory equipment, furniture and fixtures and other infrastructure put up by the Concessionaire shall continue to remain with Concessionaire

15.1.2. All service contracts of the Concessionaire shall specify the Transfer Date & its effect. Failure to specify the Transfer Date & its effect in the service contracts shall not adversely affect DIT, WB and the Concessionaire shall be solely responsible for handover of the ITIs on the Transfer Date at its own risk & cost.

15.1.3. All the third party claims regarding running-maintenance (operation) of the Institute related to the period the Concessionaire had run the institute even though received after the date of transfer of the properties to the DIT, WB will have to be borne by the Concessionaire. The amount in this regard would be adjusted from the Bank Guarantee.

### 15.2. *Right to DIT, WB to choose Insurance and Contractor Warranties*

15.2.1. The DIT, WB shall on the Transfer Date have the right to choose and retain all or any of the unexpired Insurance Policies, contractor warranties in relation to the Institutes. The Concessionaire shall ensure that any rights which are to be so assigned are capable of assignment and such assignment has been approved under the terms of the relevant contract by the counterparty to the Concessionaire.

### 15.3. *Assignment of Contracts*

15.3.1. The Concessionaire shall at its own discretion would retain on the Transfer Date all or any of the contracts, equipment contracts, supply contracts and all other contracts and service contracts with the Staff and Faculty relating to the Institutes, entered into by the Concessionaire and subsisting as on the Transfer Date;

### 15.4. *Condition of the Facility upon Transfer*

15.4.1. On the Transfer Date the Institutes shall be in fair, usable/habitable and in a state of good working conditions as per Good Industry Practices, subject to normal wear and tear, having regard for the nature, construction and life span of the asset.

### 15.5. *Passing of Risk*

15.5.1. Until the Transfer Date, all risks shall lie with the Concessionaire for loss of or damage to the whole or any part of the ITIs. On and from the Transfer Date all risks except risks arising out of service contracts, if any, in relation to the transferred ITIs shall be deemed to have been transferred to and lie with the DIT, WB.

  
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including stamp duties, taxes, legal fee and expenses incurred in connection with the transfer of the Institutes. The Concessionaire hereby undertakes to indemnify the DIT, WB against any liability arising out of any non-payment of tax liability till the Transfer Date that may be sought to be or is imposed on a later date on DIT, WB by the concerned tax authorities of the GoI or GoWB, in relation to the Institutes and the assets there under.

### 15.7. Handing Over Procedure

15.7.1. The ownership of infrastructure/assets post the period of agreement would be as follows:

- a) For all IIs, the ownership of immovable assets (land and building) shall continue to be with DIT, WB
- b) For ITIs, the ownership of Laboratory equipment, furniture and fixtures and other infrastructure put up by the Concessionaire shall continue to remain with Concessionaire

15.7.2. Six months prior to the anticipated expiry of the Concession Period, including any extension thereof, the DIT, WB and the Concessionaire shall meet and agree by mutual consensus on detailed procedures for the handing over of the IIs. In the event that handing over of the Institutes the Parties shall meet to agree on such procedures as soon as possible and in any event within 3 days of either Party giving notice to the other Party requesting such meeting. At the time of such meeting, the Concessionaire shall submit a detailed list of the names of its representatives in charge of the transfer, and the DIT, WB shall inform the Concessionaire of the identity of its representatives in charge of the handing over procedure;

15.7.3. During the six month period prior to the anticipated handing over of the Institutes the Concessionaire shall provide such training services to the representatives and employees of the DIT, WB as may be reasonably necessary for them to operate and maintain the Institutes efficiently and safely following such transfer;

15.7.4. During the period commencing on the date of transfer of the Institutes together with the IIs provided by DIT, WB and date falling three months after such Transfer Date, the Concessionaire shall be liable to the DIT, WB for all costs, expenses and damages suffered or incurred by the DIT, WB (but excluding indirect or special losses and loss of profit) that are directly caused by a failure of the Concessionaire to maintain the IIs as provided for under this Concession Agreement. Any claim for payment by the DIT, WB pursuant to this clause shall be submitted to the Concessionaire no later than 30 days following expiry of such 6 (Six) months. The Concessionaire shall make a payment of any such claim properly made within ten days of receipt of such claim;

15.7.5. The Security Guarantee shall constitute security for the Concessionaire's obligations under clause 15.7.4 which amount may be redeemed to pay any liability to the DIT, WB under clause 15.7.4 or otherwise only if the Concessionaire

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### 15.8. Effect of Transfer

15.8.1. On the Transfer Date the Concessionaire shall hand over full and peaceful possession, of the Institutes to the DIT, WB and the Concessionaire and employees appointed by the Concessionaire shall vacate the ITIs.

15.8.2. From the Transfer Date, the obligations and the rights of the Concessionaire under this Concession Agreement except in respect of those outlined in Clauses 15.7.4 and 15.7.5 hereinabove shall terminate vis-à-vis the DIT, WB and the DIT, WB shall take over the Institutes and its operation and maintenance and any other rights or obligations arising out of this Concession Agreement which either expressly or implicitly survive termination of this Concession Agreement.

### 15.9. Deemed Transfer

15.9.1. Notwithstanding anything contained in this Concession Agreement, failure of the Concessionaire to

- a) Handover the physical possession of the Institutes; and
- b) Execute a relinquishment deed stating that the Concessionaire shall have no claim on the Institutes and shall not adversely affect the transfer of the Institutes.

Shall result in the deemed reversion of the ITIs to DIT, WB on the expiry of the Concession Period or on the date of termination of this Concession Agreement, as the case may be, and from such date DIT, WB shall be deemed to have assumed full ownership/ charge over such Institutes without any liability and/or Encumbrance, whatsoever.

DIRECTOR OF INDUSTRIAL TRAINING  
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Sudhan Guha

Director  
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12/9 FEB 2016



## 16. FORCE MAJEURE

### 16.1. Force Majeure

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

DIT, WB will decide the eventuality of Force Majeure which will be binding on both the parties.

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in clauses 16.2, 16.3 and 16.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

### 16.2. Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- a) Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the site of the Institute);
- b) Strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services and/or the operation and maintenance of the Institutes for a continuous period of 24 (twenty four) hours and an aggregate period, exceeding 30 (thirty) days in a financial year, and not being an Indirect Political Event set forth in Clause 16.3;

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- d) The discovery of geological conditions, toxic contamination or archaeological remains on the premises of the Institutes that could not reasonably have been expected to be discovered through inspection; or
- e) any event or circumstances of a nature analogous to any of the foregoing.

### 16.3. *Indirect Political Event*

An Indirect Political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents operation of the Institutes by the Concessionaire for period exceeding a continuous period of 30 (thirty) days in a financial year.

### 16.4. *Political Event*

A Political Event shall mean one or more of the following acts or events by GoWB or GoI:

- a) Compulsory acquisition in national interest or expropriation of the Assets, if any created by the Concessionaire under the Project or rights of the Concessionaire;
- b) Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire to perform their respective obligations under this Concession Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; or
- c) Any event or circumstance of a nature analogous to any of the foregoing.

### 16.5. *Duty to report Force Majeure Event*

16.5.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a) the nature and extent of each Force Majeure Event with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim.

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16.5.3. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.5.4. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by clause 16.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

### **16.6. Effect of Force Majeure Event on the Concession**

16.6.1. The Concessionaire shall be eligible for extensions as provided hereunder only on the occurrence of Force Majeure Events not resulting in Termination, with respect to the Project.

- a) at any time after the Execution Date, if any Force Majeure Event occurs:
- (i) before Effective Date, the Concession Period and the Effective Date shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
  - (ii) after Effective Date, whereupon the Concessionaire is unable to operate and maintain the Institutes the Concession Period shall be extended by a period equal in length to the period during which the Concessionaire was prevented from operate the IIs.

16.6.2. Save and except as expressly provided in this Concession Agreement, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

16.6.3. Notwithstanding anything contained in this Concession Agreement, each Force Majeure Event shall be limited and restricted to the particular Institute whose operations are being affected on account of such Force Majeure Event and shall not be extended to the other Institutes being established under the Project by the Concessionaire. Also, the extension in the Concession Period shall be enjoyed only for the Institution affected by the Force Majeure Event and the Concessionaire shall not have the right to operate any other Institution except the one concerned during such extended Concession Period.

16.6.4. No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

16.6.5. Payments: No payment shall be made during the period of PTP's inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure.





**16.7. Minor Force Majeure Event**

Any Force Majeure Event subsisting for a period between 7 days and 30 days shall be considered as minor Force Majeure Event and no time extension shall be granted.

**16.8. Termination Notice for Force Majeure Event**

If a Force Majeure Event subsists for a continuous period of 365 (three hundred and sixty five) days, DIT, WB may in its discretion terminate this Concession Agreement by issuing a Termination Notice to the Concessionaire without being liable in any manner whatsoever, save as provided in this Concession Agreement, and upon issue of such Termination Notice, this Concession Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith, provided that before issuing such Termination Notice, the DIT, WB shall inform the Concessionaire of such intention and grant 30 (thirty) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the termination Notice.

DIRECTOR OF INDUSTRIAL TRAINING  
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Sudhar Gosh

Director  
GITI PRIVATE LIMITED

B. N. SAHA  
NOTARY  
Bhubaneswar

2.9 FEB 2016



## 17. BREACH OF CONTRACT

### 17.1. DIT, WB Breach of Contract

17.1.1. Each of the following events or circumstances, to the extent not caused by a breach of contract by the Concessionaire or Force Majeure, shall be considered for the purposes of this Concession Agreement as breach of contract by the DIT, WB ("the DIT, WB Breach of Contract") which, if not cured within the time period permitted, if any, shall provide the Concessionaire with the right to terminate this Concession Agreement:

- a) Failure of DIT, WB to hand over physical possession of the ITIs beyond the extended 1 (One) month period;
- b) a Material Breach by DIT, WB of its obligations under this Concession Agreement which is not remedied within 90 days of receipt of written notice from the Concessionaire specifying such breach and requiring the DIT, WB to remedy the same;
- c) a breach of any express representation or warranty by the DIT, WB which has a Material Adverse Effect and such breach is not remedied within 30 (Thirty) days of receipt of written notice from the Concessionaire specifying such breach and requiring the DIT, WB to remedy the same.

### 17.2. Concessionaire Breach of Contract

17.2.1. Each of the following events or circumstances, to the extent not caused by a breach of contract by the DIT, WB or Force Majeure, shall be considered for the purposes of this Concession Agreement as Breach of Contract by the Concessionaire ("Concessionaire Breach of Contract") which, if not cured within the time period permitted, if any, shall provide the DIT, WB, with the right to terminate this Concession Agreement

- a) a Material Breach of its obligations under the Concession Agreement which has a Materially Adversely Effect on the DIT, WB or the Project and such breach is not remedied within 30 (Thirty) days of receipt of written notice from DIT, WB specifying such breach and requiring the Concessionaire to remedy the same;
- b) such events as have been specified as Concessionaire Breach of contract under the provisions of the Concession Agreement;
- c) subject to the provisions of clause 6.1.2 to this Concession Agreement failure to take possession of the ITIs within 30 days of intimation from the DIT, WB regarding handing over the possession of the ITIs;
- d) a breach of any express representation or warranty by the Concessionaire which has a Material Adverse Effect and such breach is not remedied within 30 (Thirty) days of receipt of written notice from the DIT, WB specifying such breach and requiring the Concessionaire to remedy the same;
- e) any actions or omissions attributable to Concessionaire, including delay on the part of the Concessionaire to discharge any of its obligations, that has a Material Adverse Effect on the implementation of the Project;
- f) dissolution of the Concessionaire pursuant to Applicable Law, except for the purpose of a merger, consolidation or reorganization that does not affect the ability of the resulting entity to perform all the obligations of the Concessionaire under this Concession Agreement and provided further that such resulting entity expressly assumes all such obligations;

  
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- i) abandonment of the Project by the Concessionaire;
- j) the DIT, WB notifies the Concessionaire of a material failure by the Concessionaire or its employees or agents or Contractor(s) to upgrade and manage the Project in accordance with the terms and conditions of this Concession Agreement and further issues a notification to the Concessionaire of the failure to remedy such non-compliance within the time frame as may reasonably have been specified for rectifying the same; and
- k) if there is a change in the rights of ownership of the Concessionaire or in the powers of any trustee/member of the governing body to direct the management or the policies of the Concessionaire where such change would be reasonably likely to have a Material Adverse Effect on the ability of the Concessionaire to comply in all material respects with its obligation under this Concession Agreement.
- l) De-affiliation of a particular course by any Statuary Authority that will have adverse effect on students/trainees, during the Concession Period, unless due to an event of Force Majeure.
- m) It is reported that the infrastructure provided is being used for activities which are not related to vocational training or skill development courses.
- n) TPA provides 3 consecutive annual non-compliance reports against the PTP for not adhering to the KPIs as identified by the DIT, WB for functioning of the ITIs.
- o) PTP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.
- p) If the PTP, in the judgment of the DIT, WB, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement.
- q) If the PTP is unable to commence classes for a particular semester within the date as specified by NCVT.
- r) If the PTP charges any other fee apart from the designated training fee and the AITT examination fee from the students.
- s) If the PTP commits breach of any condition of the Agreement as per clause 5.1 and 5.2 of the RFP.
- t) If the PTP becomes bankrupt or otherwise insolvent.

17.2.2. During the Concessionaire Breach of Contract the DIT, WB's obligations under this Concession Agreement shall be suspended and the DIT, WB shall have no liability hereunder during any of the foregoing Cure Periods while the relevant event remains uncured.

17.2.3. DIT, WB would suspend all payments to the PTP hereunder if the PTP shall be in a breach of agreement.

17.2.4. PTPs would be liable to pay damages to DIT, WB in case of a breach of agreement is established by the DIT, WB. The damages would be calculated based on the number of years left in the agreement from the time the breach of agreement was established. The total interest amount accrued for the remaining number of years on the total cost of land and building infrastructure provided by DIT, WB, would be the damages payable to DIT, WB by the PTP. This would be arrived at by compounding annually using PLR as the rate of interest.



## 18. TERMINATION

### 18.1. Termination by DIT, WB for Concessionaires Breach of Contract

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

In the event the DIT, WB terminates this Concession Agreement for a Concessionaires Breach of Contract, the Concessionaire shall transfer and hand over the ITIs to the DIT, WB.

### 18.2. Transfer of ITIs upon Termination

18.2.1. In the event the Concessionaire Breach of Contract occurs and DIT, WB terminates this Concession Agreement, the Concessionaire shall forthwith but not later than 30 (Thirty) days from the termination notice transfer and hand over all the ITIs to the DIT, WB;

### 18.3. Distribution of Insurance Proceeds upon Termination

Whenever this Concession Agreement is terminated following a Force Majeure event and insurance proceeds are available in connection with the Insurance Policies to which the Concessionaire is entitled or should be entitled pursuant to this Concession Agreement with respect to the Project, such proceeds shall, if not used to effect a restoration or make repairs to the Project, shall be distributed first to clearing any outstanding dues whatsoever of the Concessionaire to the DIT, WB and then to the Concessionaire.

### 18.4. Survival of obligations

18.4.1. Notwithstanding anything to the contrary contained in this Concession Agreement any termination pursuant to the provisions of this Concession Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All obligations of Concessionaire under this Agreement, shall survive the termination to the extent such survival is necessary for giving effect to such obligations;

18.4.2. Upon termination for any reason whatsoever the Concessionaire shall not claim any right of Permanent Grantee in respect of ITIs.

### 18.5. Termination by Concessionaire for DIT, WB Breach of Contract

18.5.1. In case of DIT, WB Breach of Contract, the Concessionaire may terminate this Concession Agreement, by giving a prior written notice of 60 (Sixty) days to the DIT, WB expressing its intention to terminate this Concession Agreement.

18.5.2. In case of termination of the Concession Agreement as per clause 18.5.1 above, the Concessionaire, shall forthwith transfer and hand over the peaceful possession of the ITIs to the DIT, WB without any Encumbrances or lien at zero







## 19. LIABILITY AND INDEMNIFICATION

### 19.1. Liability to Third Parties

19.1.1. A Party shall promptly inform the other Party of any claims or proceedings or anticipated claims or proceedings against the other Party and in respect of which the other Party is entitled to be indemnified under this Clause 19 as soon as a Party becomes aware of the same. Each Party shall give reasonable assistance to the other in defending such claims and the Party giving such assistance shall be entitled to be indemnified to the extent of the costs incurred by it in this regard;

19.1.2. None of the Parties shall permit any claim or proceedings referred to in clause 19.1.1. above to be settled without the prior written consent of the other Party;

19.1.3. The DIT, WB shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Concessionaire for the Institutes during the Concession Period and for the Concessionaire's contracts with Third Parties.

### 19.2. Indemnification

The Concessionaire shall indemnify, defend and hold harmless the DIT, WB during and after the term of this Concession Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered by the DIT, WB or any Third Party as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Concession Agreement and failure to perform obligations hereunder of or by the Concessionaire and its employees, agents, representatives and Contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of the DIT, WB.

### 19.3. Risk and Liability

Except as expressly provided in the Concession Agreement, the Concessionaire shall carry out and perform its rights and obligations under the Concession Agreement at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Project and all its rights and obligations under or pursuant to the Concession Agreement.

DIRECTOR OF INDUSTRIAL INSTITUTES  
WEST BENGAL

Sudhan Ghosh

Director  
SBG IIT PRIVATE LIMITED

B. N. SAHA  
NOTARY  
23/24972

29 FEB 2016

## 20. INSURANCE



### 20.1. Coverage

20.1.1. The Concessionaire shall, on and from the date of taking over the possession of the ITIs if any, up to the end of Concession Period, maintain or cause to be maintained, at its own expense, the following insurance policies:

- a) Fire & Theft;
- b) In respect of claims for personal injury to or death of any person employed by the Concessionaire.

20.1.2. The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Concessionaire.

### 20.2. Evidence of Insurance Coverage

The Concessionaire shall furnish to the DIT, WB copies of certificates of insurance in respect of the Insurance Policies referred to in clause 20.1 as soon as reasonably practicable after they are received by the Concessionaire and from time to time shall furnish evidence to the DIT, WB that all premiums have been paid, and that the relevant policies remain in existence. In the event that the Concessionaire fails to maintain the Insurance Policies as required under this Concessionaire Agreement as certified by the TPA, the DIT, WB may take such required policies and recover the costs and expenses incurred in this regard from the Concessionaire.

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Director  
SBG ITI PRIVATE LIMITED

B. N. SAHA  
NOTARY  
Bhaskar Bhawan  
North Block, 1st Floor  
Bidhanagar, Kolkata  
West Bengal

12.9 FEB 2016





## 21. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

### 21.1. Proprietary Material

21.1.1. The Concessionaire and the DIT, WB hereby grant to each other an irrevocable, royalty-free, non-exclusive license to use Proprietary Material, which have been or are hereafter written, originated, made or owned by any of them or any of their respective employees, Contractors, consultants or agents in connection with this Concession Agreement or the operation, maintenance, insurance and financing of the Project. All Proprietary Material shall be clearly marked as such in capital letters and in bold face print;

21.1.2. Such license shall carry the right to use the Proprietary Material for all purposes connected with the Project; however, it shall not be transferable to any Party under this Concession Agreement.

### 21.2. Confidentiality

No Party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with the Project any information which is, by its nature or is marked "Proprietary Material," concerning the other (including any information concerning the contents of this Concession Agreement) except to their respective officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process for period of five years after the Transfer Date; provided, however, that a Party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the Project. This clause shall not apply to information:

- a) already in the public domain, otherwise than by breach of this Concession Agreement;
- b) already in the possession of the receiving Party before it was received from the other Party in connection with this Concession Agreement and which was not obtained under any obligation of confidentiality; and
- c) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality.

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Director  
SBG ITI PRIVATE LIMITED

B. N. SAHA  
NOTARY

West Bengal  
Notary Board, Calcutta  
Haldipara, Kolkata

49 FEB 2016



## 22. DISPUTE RESOLUTION



### 22.1. Amicable Settlement

22.1.1. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of the agreement, the aggrieved party shall issue a written notice.

22.1.2. In case of an Arbitration the following will apply:

- a) In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Client and other appointed by the Concessionaire and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Kolkata and following are agreed.
- b) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under the Agreement.

### 22.2. Performance during Dispute Resolution

Pending the submission of a dispute, controversy or claim to the consultation panel or to the arbitral tribunal, and thereafter until the final decision of the consultation panel or the arbitral tribunal, as the case may be, the Parties shall continue to perform all of their obligations under this Concession Agreement, without prejudice to a final adjustment in accordance with such decision. Further, this Concession Agreement shall remain subsisting and operative during the consultation or adjudication proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

Sudhanu Sarkar  
Director  
IBG ITI PRIVATE LIMITED

49 FEB 2016

B. N. SAHA  
NOTARY



## 23. MISCELLANEOUS



### 23.1. Amendments

Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Concession Agreement shall be effective unless such modification, amendment or waiver is approved in writing by each of the Parties.

### 23.2. Severance of Terms

Whenever possible, each provision of this Concession Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Concession Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Concession Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

### 23.3. Language

All notices, certificates, correspondence or other communications under or in connection with this Concession Agreement shall be in English.

### 23.4. Notices

Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail or other means of telecommunication in permanent written form. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

Concessionaire : SBG DTI PRIVATE LIMITED  
Vill - Gobindapur, Po. Keleti  
Dist - Bardwan, PIN - 713128

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

The DIT, WB

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

B. N. SAHA  
NOTARY  
Bidhanagar  
North Block, G. House  
Balkumbar, Kolkata  
West Bengal

29 FEB 2016

or such other address, telex number, or facsimile number as may be notified by that Party



above, it shall notify the other Parties in writing prior to the adoption thereof.

### 23.5. *Governing Law*

This Concession Agreement shall be governed by and construed in accordance with the Laws of India and to the extent possible the courts of West Bengal shall have jurisdiction over the disputes arising between the Parties.

### 23.6. *Original Document*

This Concession Agreement is made in two original copies, each having the same contents and the Parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

### 23.7. *Relationship*

Nothing in this Concession Agreement shall constitute or be deemed to constitute a partnership between the Parties or confer on any Party any authority to bind the other or to contract in the name of the other or to incur any liability or obligation on behalf of the other or make or deem to be the agent of the other in any way.

### 23.8. *Survival*

The provision relating to liability and indemnification, intellectual property and confidentiality and dispute resolution contained in this Concession Agreement shall survive the termination or expiry of this Concession Agreement.

### 23.9. *Authorized Representative*

Any action required or permitted to be taken and any document required or permitted to be executed under this Concession Agreement may be taken or executed

- a) on behalf of the Government of West Bengal by DIT, WB
- b) on behalf of the Concessionaire by SBG ITI Private Limited

Each Party hereto undertakes and agrees that in case of replacement of its authorized representative, it shall notify the other Party hereinabove of its name and title at least five days prior to his taking office. In the event of default of this undertaking, all the notices, instructions, correspondences, received from or addressed to the last recorded authorized representative shall be deemed valid for all purposes.

### 23.10. *Waiver*

The failure of any Party to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered a waiver of any right hereunder nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any other of the Agreement.

### 23.11. *Others*

Prior to executing this Concession Agreement, the Concessionaire has conducted a due diligence audit to its satisfaction in respect of the DIT, WB, contractual structure

B. N. SAHA  
NOTARY  
Milash Rahman  
North Block, G. Floor  
Bidhanagar, Kolkata  
West Bengal





IN WITNESS WHEREOF this Concession Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

For and on behalf of Government of West Bengal

[NAME] Sushil Kumar Pramanick  
[Designation] Director of Industrial Training  
Signature: [Signature]  
Date: 26/02/2016 26/02/2016

For and on behalf of Concessionaire **DIRECTOR OF INDUSTRIAL TRAINING WEST BENGAL**

[NAME] SUBHAS GHOSH  
[Designation] DIRECTOR  
Signature: [Signature]  
Date: 26.02.2016

Witness 1: **Director SBG ITI PRIVATE LIMITED**

[NAME] BAPPADITYA HALDAR  
[Designation] Joint Director of Industrial Trng.

Signature: [Signature]  
Date: 26/02/16.

Witness 2:

[NAME] LITON DAS  
[Designation] Accountant.

Signature: [Signature]  
Date: 26.02.2016

Signature attested by me  
**B. N. SAHA NOTARY Reg. No. 23/2002**

**B. N. SAHA NOTARY**  
Bidhanagar  
Notary Public, G. 2478 (N)

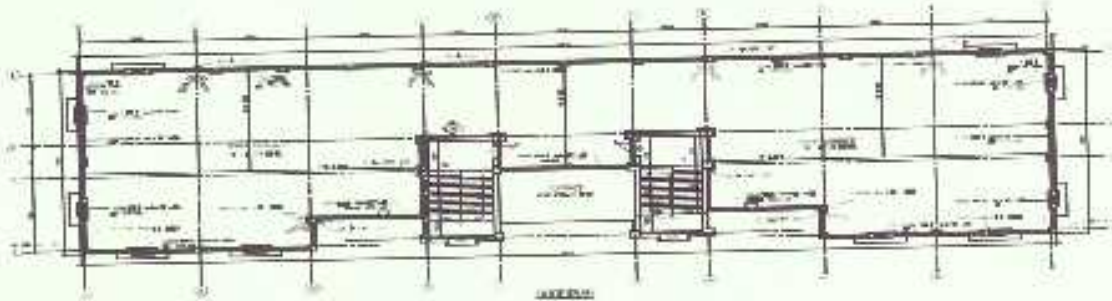
A



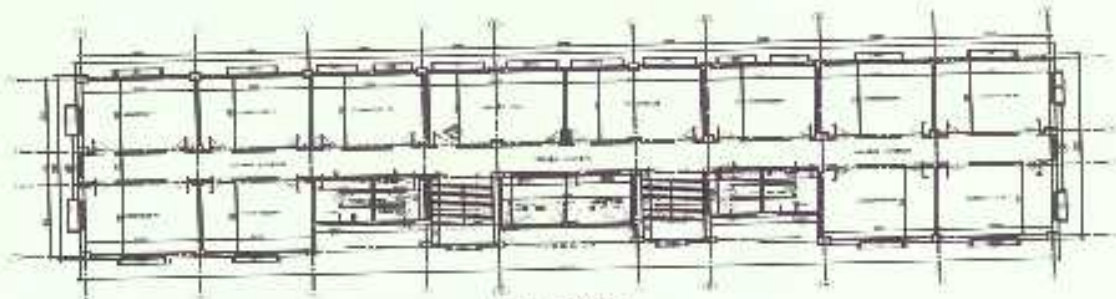
## 24. ANNEXURE

### 24.1. ANNEXURE 1: Schedule and Site Plan of ITIs

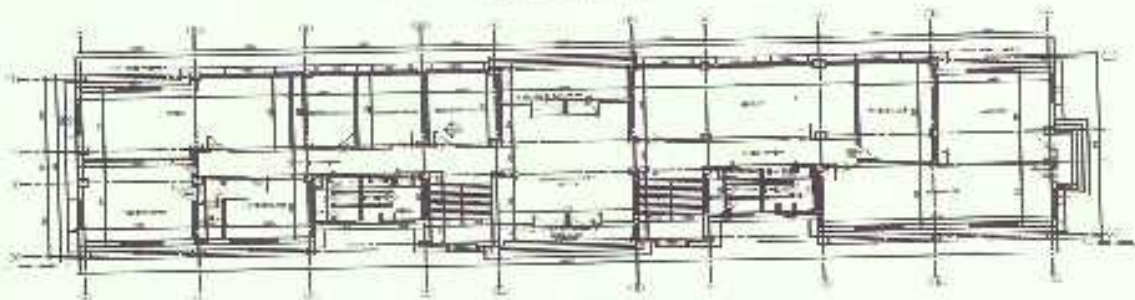
Nayagram



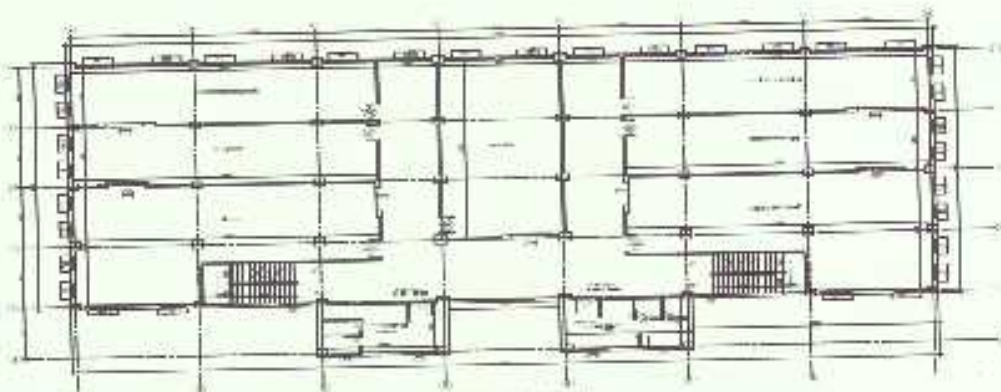
ANNEXURE



SECOND FLOOR PLAN



COVERED FLOOR PLAN



THIRD FLOOR PLAN

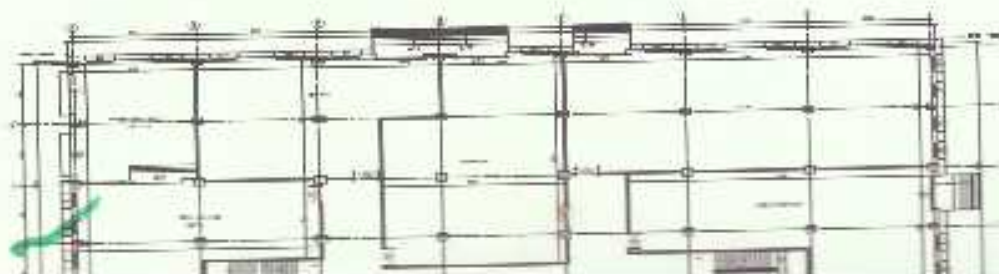
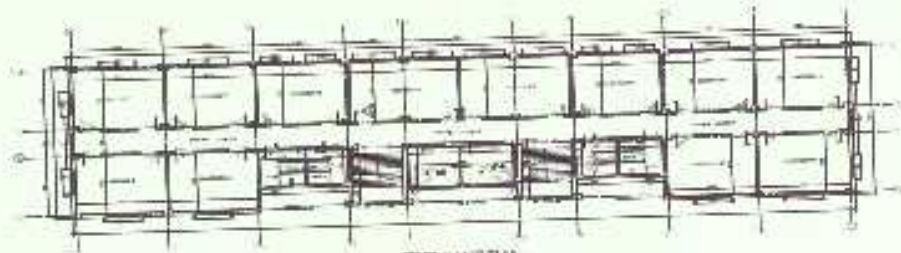
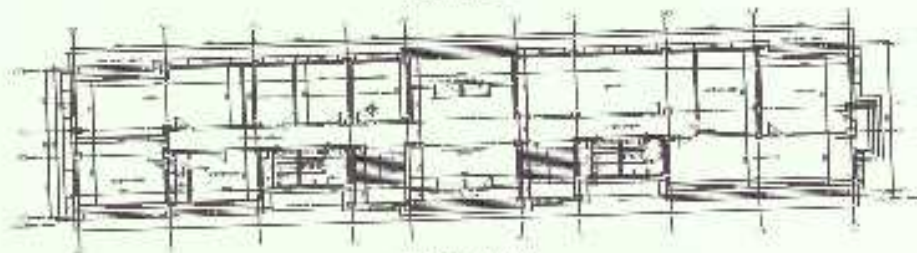




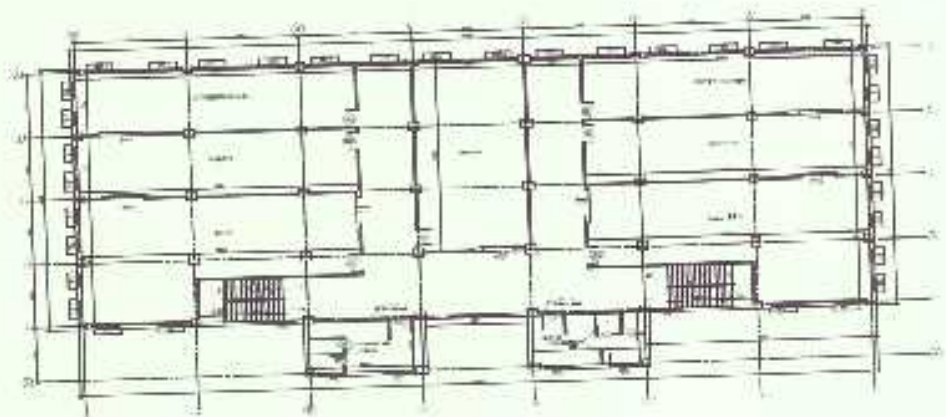
Figure II



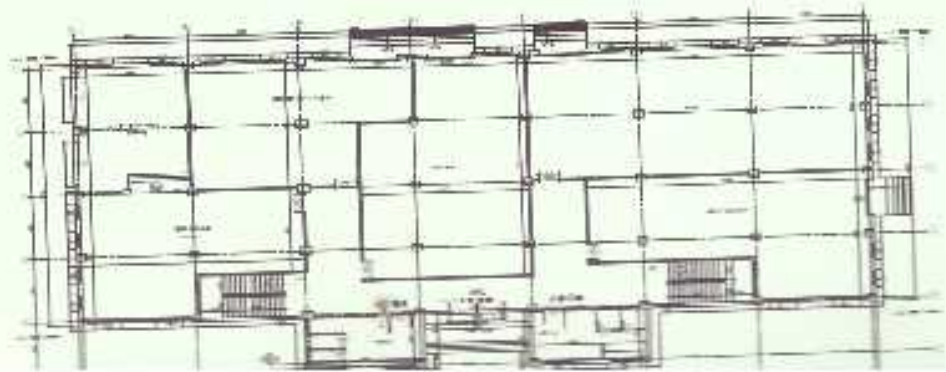
SECTION A-A



SECTION B-B



FLOOR PLAN



B. N. SAHA



24.2. ANNEXURE 2: Courses to be operated in ITIs

Trades	Category	Units	Strength per unit including Supernumerary	Total Strength including Supernumerary	80% of Total Strength to be admitted by Govt	20% of Total Strength to be admitted by PTP
<b>Nayagram (W Midnapore)</b>						
Fitter	A1	2	21	42	34	8
Electrician		2	21	42	34	8
Welder		2	21	42	34	8
Mechanic Motor Vehicle		2	21	42	34	8
Mechanic Diesel Engine		2	21	42	34	8
Electronics Mechanic		2	26	52	42	10
<b>A1 Total</b>	<b>4</b>	<b>12</b>	<b>131</b>	<b>262</b>	<b>212</b>	<b>50</b>
Plumber	A2	2	26	52	42	10
Mechanic Refrigeration & Air Conditioning		2	26	52	42	10
<b>A2 Total</b>	<b>3</b>	<b>4</b>	<b>52</b>	<b>104</b>	<b>84</b>	<b>20</b>
Surveyor	A3	2	26	52	42	10
<b>A3 Total</b>	<b>2</b>	<b>2</b>	<b>26</b>	<b>52</b>	<b>42</b>	<b>10</b>
Dress Making	B3	2	21	42	34	8
<b>B3 Total</b>	<b>1</b>	<b>2</b>	<b>21</b>	<b>42</b>	<b>34</b>	<b>8</b>
<b>Total</b>	<b>10</b>	<b>20</b>	<b>230</b>	<b>460</b>	<b>372</b>	<b>88</b>
<b>Binpur-II (West Midnapore)</b>						
Mechanic Motor Vehicle	A1	2	21	42	34	8
Fitter		2	21	42	34	8
Electrician		2	21	42	34	8
Welder		2	21	42	34	8
Machinist		2	16	32	26	6
Mechanic Diesel Engine		2	21	42	34	8
<b>A1 Total</b>	<b>6</b>	<b>12</b>	<b>121</b>	<b>242</b>	<b>196</b>	<b>46</b>
Wireman	A2	2	21	42	34	8
<b>A2 Total</b>	<b>1</b>	<b>2</b>	<b>21</b>	<b>42</b>	<b>34</b>	<b>8</b>
Surveyor	A3	2	26	52	42	10
<b>A3 Total</b>	<b>1</b>	<b>2</b>	<b>26</b>	<b>52</b>	<b>42</b>	<b>10</b>
Sewing Technology	B3	2	21	42	34	8
Computer Operator & Programming Assistant		2	26	52	42	10
<b>B3 Total</b>	<b>2</b>	<b>4</b>	<b>47</b>	<b>94</b>	<b>76</b>	<b>18</b>
<b>Total</b>	<b>10</b>	<b>20</b>	<b>215</b>	<b>430</b>	<b>348</b>	<b>82</b>

*[Handwritten Signature]*

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

*[Handwritten Signature]*  
Director  
SBG IIT PRIVATE LIMITED

B. N. SAHA  
NOTARY  
Bidhanagar



A



ANNEXURE 3: Invoice Format for Request for Disbursement of Fund

(Supporting Documents to be attached herewith)

PTP	Actual DIT Quota Students (a):	
ITI	IMC Students (b):	
Group No	Permissible Dropout Limit(c):	(5% x a)
Date	Total Students(d):	(a-c+b)

Invoice for:

- After Registration  
 End of 1<sup>st</sup> Semester  
 End of 2<sup>nd</sup> Semester  
 End of 3<sup>rd</sup> Semester  
 End of 4<sup>th</sup> Semester

KPIs	Total Students	Target %	Target No. s according to KPI	Achieved No. s	Achieved %	Amount to be Paid	Remarks (for Office Use only)
Registration							
At least 85% of the total trainees enrolled for the courses appear for the exams.							
At least 80% of the total trainees appeared for exams secure pass marks							
Total Amount to be Paid for KPIs							

1. Placed No. of Students (if any)	No. of Students Placed	Amount	
2. Star Rating Achievement (if any)	Rating Achieved	Years in Operation	Amount
			Total Amount

Signature of PTP

Signature of DIT, WB

DIRECTOR OF INDUSTRIAL TRAINING WEST BENGAL

Sulhan Ghosh  
Director  
SBG ITI PRIVATE LIMITED

B. N. SAHA  
NOTARY  
Bikash Bhavsa

29 FEB 2016

**LIST OF ABBREVIATIONS**



	Description
ATI	All India Trade Test
CTS	Craftsmen Training Scheme
DGT	Directorate General of Training
DIT, WB	Directorate of Industrial Training, West Bengal
EMD	Earnest Money Deposit
ITI	Industrial Training Institute
KPI	Key Performance Indicator
MES	Modular Employable Skills
NCVT	National Council for Vocational Training
NOS	National Occupational Standards
NSDC	National Skill Development Corporation
NSQF	National Skills Qualification Framework
PLR	Prime Lending Rate
PTP	Private Training Partners
QCBS	Quality & Cost Based Selection
QP	Qualifications Pack
RFPP	Request for Proposal
SCVT	State Council for Vocational Training
SDIS	Skill Development Initiative Scheme
SSC	Sector Skills Council
WBSCVT	West Bengal State Council for Vocational Training

*[Handwritten Signature]*

*Sudhan Guha*  
Director  
SBG ITI PRIVATE LIMITED

DIRECTOR OF INDUSTRIAL TRAINING  
WEST BENGAL

**B. N. SAHA**  
NOTARY  
Bikash Bhawan  
North Block, Gr. Floor  
Kolkata, West Bengal

**29 FEB 2016**