



**INVITATION OF REQUEST FOR PROPOSAL (R.F.P.)
For
Leasing of 43 Built-up Shops
At
ALO HUB BUILDING, CHANDANNAGAR, HOOGHLY.**



**Government of West Bengal
DIRECTORATE OF INDUSTRIAL TRAINING
Technical education, Training and SKILL DEVELOPMENT
Department**

**Karigari Bhawan, B/7, Action Area-III (2nd Floor), New Town,
Rajarhat, Kolkata-700160.**

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Notice Inviting e-TENDER NO: DITWB/NIT-01 (e-Tender Alo-Hub)/ 2024-25

MemoNo.5A-1/ 135 /2021/ 998

Date - 18 / 11 /2024

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DISCLAIMER

The information contained in this Notice Inviting Tender ("NIT") document provided to the Applicant(s), by or the Directorate of Industrial Training; Technical Education, Training & Skill Development, Government of West Bengal or any of its employees or advisors on behalf of The Governor of West Bengal, is provided to the Applicant(s) on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the Applicant(s) with information to assist the formulation of their Tenders. This tender document does not purport to contain all the information each Applicant may require. This tender document may not be appropriate for all persons, and it is not possible for DIT, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Applicant who reads or uses this tender document. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. DIT, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

DIT may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document or modify it by uploading the same in the website www.wbtenders.gov.in.

Sl. NO.	Pre-Qualification Criterion
1.	The Bidder/ Applicants who have existing establishments in Chandannagar region in Hooghly District or any Other districts ² of West Bengal shall be only eligible to take part in the tender process.
2	The applicant should have a minimum Average Annual Turnover of INR 5,00,000/- (Five lakhs) only during financial years 2021-22, 2022-23 & 2023-24 in specified business/trade of Chandannagar region in Hooghly District or any other districts ² of West Bengal on products ¹ .
3	The applicant should have a minimum Average positive annual Net Worth of INR 3,00,000/- (Five Lakhs) only during financial years 2021-22, 2022-23 & 2023-24 in specified business/trade of Chandannagar region in Hooghly District or any other districts ² of West Bengal on products ¹ .
4	The applicant should be in specified business/trade as specified in enclosed list as annexed in Chandannagar region of Hooghly District or any other districts ² of West Bengal for dealing the products ³ for the last 3 (three) years as on tender due date.
5	The Trader/ Company/ Firm/ Organization etc. must have at least 05 (five) employees throughout the year for the last 03 years.

Schedule of Activities

S.No	Milestones	Dates
1.	Uploading of RFP (e-Tender)	18-11-2024
2.	Starting Date for online Proposal Submission (Uploading of documents w.e.f. 11.00 am)	19-11-2024
3.	Pre-bid Meeting (12.00 pm)	26-11-2024
4.	Uploading of Corrigendum (if any)	28-11-2024
5.	Last Date for online Proposal Submission (uploading of documents by 06.55 p.m.)	16-12-2024
6.	Opening of the Technical Bid (12.30 p.m.)	18-12-2024
7.	Sending technical evaluation score to individual bidders by e-mail for their intimation & comments if any	To be notified latter
8.	Last date for receiving comments & queries on technical score through e-mail by 1.00 pm	To be notified latter
9.	Addressing queries and uploading Technical scores of all bidders	To be notified latter

Venue for Pre-Bid Meeting: Conference Room of KarigariBhawan, 2nd Floor, B/7, Action Area - III, Newtown Rajarhat, Kolkata – 700 160

Key Informations

S. N.	DESCRIPTION		
1	Cost of Bid document	Rs.500/- in the form of a Demand Draft to be submitted along with tender submission.	
2	Site Visit	Bidders are advised to submit their respective Bids only after visiting the site.	
3	Name and Address where queries/correspondence concerning this Request for Tender is to be sent.	Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at sdwestbengal.pb@gmail.com .	
4	Maximum number of shops which can be allotted to an individual Applicant	Individual can apply for 1 (one) shop only. Applicant shall be allowed to submit only single tender under any 1 (one) of the specified categories. Submission of multiple bids by same bidder shall disqualify the bidder from tender participation and would result in rejection of all the bids submitted by him.	
5	Validity of tender	180 days from due date of Submission of tender.	
6	Method of Selection tender	(i) Applicants will be qualified on the basis of their Technical Score (min. total 50% marks to be obtained) In Part-I in each evaluation parameter of Part-I the BID of this RFP. (ii) Selection to be made on basis of Highest monthly rental quote.	
7	Letter of Intent (LoI) to selected applicants	To be communicated later on the basis of rank seniority according to the Highest monthly rental quote among the qualified bidder	
8	Basic rate of Rent	Minimum @Rs.5,656.00 per month w.e.f. 08-12-2024. Next Date of Enhancement- 08-12-2025 (5% of Rs.5,656.00) and thereof 5% in each year.	
9	Common Electricity and CAM charges	Common Electricity and Common Area Maintenance (CAM) @ Rs.700.00 per month be charged over and above the lease rent.	
10	Duration of lease:	3 Years. Initial lease period shall be for 3 (Three) years from the commencement date or 30 days from date of procession or date mentioned in letter. This term shall be extendable for further 03 (three) years up-to maximum next 03 (Three) consecutive lease periods i.e. 3+3+3 years.	
11	Payment Terms	YEAR	LEASE RENT
		1st Year	Lease rental for the first year needs to be paid Quarterly in advance as Demand Draft ¹ , within 7 days from the date of LOI/ Due date.
		2nd Year	Lease rental for the second year needs to be Paid quarterly in advance as Demand

			Draft ¹ , 30 days before completion of 1 st Year of the lease / Due date.
		3 rd Year	Lease rental for the third year shall be paid Quarterly in advance as Demand Draft ¹ , 30 days before completion of 2 nd Year of the lease/ Due date.
		<p>Subject to extension of lease for next duration of each 3+3+3 years subsequent to that, the payment terms shall be applicable as stated below:</p> <ol style="list-style-type: none"> 1. Payment for all next duration of each 3 years shall be required to be paid at quaterly installment in advance as Demand Draft¹, 30 days before completion of previous period of lease. 2. The LOI or Lease Agreement will be treated as cancelled if the lessee failed to pay Lease Rent and or Electricity & Common Area Maintenance (CAM) Charge within 10 (Ten) days from the due date. 	
12	Earnest Money Deposit (EMD)	Rs.10,000/- in the form of a Demand Draft to besubmitted along with tender submission.	
13	Performance Guarantee (PG)	Rs.50,000/- (Rupees Fifty Thousand only) in the form ofDemand Draft to be submitted by the bidder within 7 (Seven) days of issuance of LOI.	
14	Commencement of Lease Agreement	<p>For the first term of 3 (three) years, the commencement date shall start post completion of 30 calendar days from the date of handing over/possession of premises or date mentioned in letter or notice for taking over possession of leased shop, whichever isearlier.</p> <p>For subsequent lease term extensions, the commencement date shall start from the date of completion of previous leaseterm.</p>	
15	Signing of Lease Agreement	Within 7 days after issuing LoI of the leased shop/space through.	
16	Commencement of Lease rent	<p>After 30 days from the date of issue of LoI of leased shop/ space.</p> <p>The lessee shall be allowed 30 days of rent free period for completion of fit-out works.</p>	
17	Submission of all Statutory documents and approvals.	Lessee shall obtain all due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities.	
18	Commencement of Operations	The lessee shall commence operation of the leased shop within 60 days from the issuance of LoI, failing which the Authority shall have discretion to cancel the signed lease agreement.	

19	Contract Period	<p>The lease period shall be initially for 03 (three) years' term and post completion of which, lessee shall have an option to extend the lease period for another 3 consecutive terms of 3 years each. The same shall be extended with escalation of 5% on last paid annual lease rent. The cumulative rent for the complete year shall be paid annually in advance within first week of commencement of extended lease term.</p> <p>After completion of total 12 (twelve) years, the allottee shall not reserve any rights to the allotted space. The Authority shall have right to call for fresh tender for all shops.</p>
20	IMC, ITI Hooghly	Institute Management Committee (IMC) of Industrial Training Institute (ITI), Hooghly.
21	Lease Termination	In case of pre mature termination of lease by the lessee or cancellation of lease due to breach of contract terms and conditions by lessee, the performance guarantee and advance rent paid by the lessee for the respective year, shall be forfeited.
22	On-the-Job Training (OJT)	All the merchandise category of Trade Facilitation Centre (TFC) should arrange on-the-job training (OJT), through a hands-on method of teaching the skills, knowledge, and competencies needed for the ITI on-going /Passed out trainees to perform a specific job at their Shop i.e. within the workplace of Alohub, Chandannagar. The ITI Trainees learn in an environment where they will need to practice the knowledge and skills obtained during their training.

¹ Demand Draft shall be made in favor of “**INDUSTRIAL TRAINING INSTITUTE, HOOGHLY**” by one of the nationalized/ Scheduled Banks of India, payable at Kolkata.

SECTION 1

INVITATION TO SUBMIT TENDERS AND INSTRUCTION TO APPLICANTS

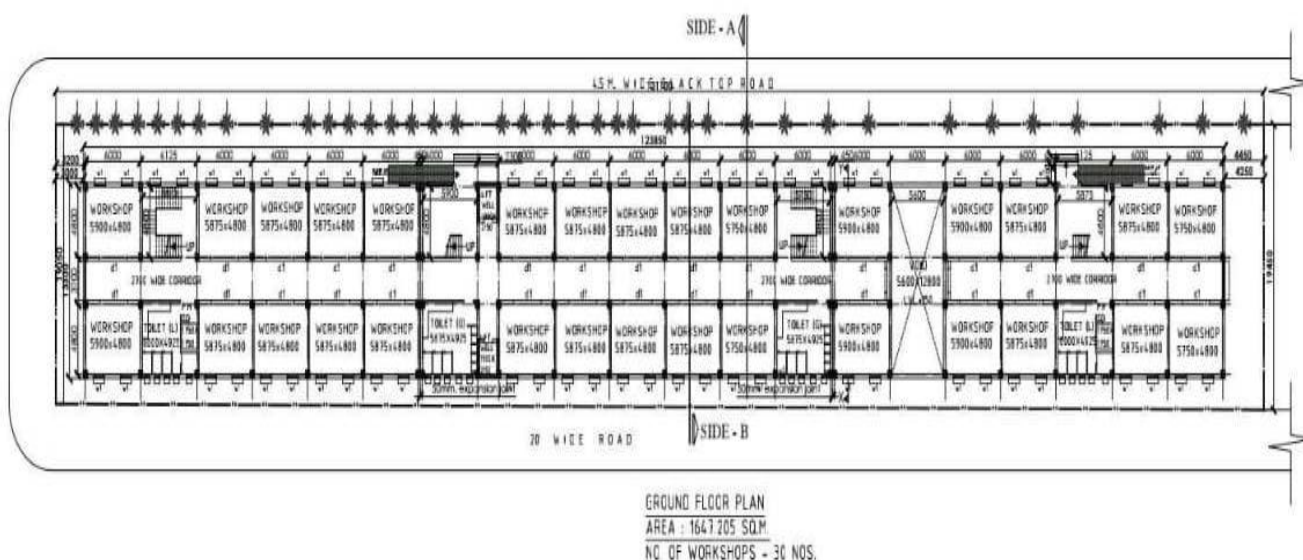
1 INTRODUCTION

Chandannagar region in Hooghly District, West Bengal has been an important centre of Electricity Lighting Beautification. Electric Lights produced in this region are internationally recognized and are an integral part of the Indian sartorial landscape.

The project shall include a trade facilitation centre, a crafts museum for trade and business promotion, convention centre, exhibition hall, meeting hall, trade facilitation advisory services, especially for export procedure, legal and regulatory requirements, skill development centre, live demonstration of electricity lighting beautification technology, display galleries and a place to hold cultural programmes.

2 PROJECT OVERVIEW

The campus is spread over an area of 0.5805 Acres where The Trade Facilitation Centre (TFC) are being setup, with sub-components including training cum production centre (G+2), shops (G and G+1) and with a total constructed area of approx. 1647 sq mtrs at Ground, 1570sq. mtrs at 1st Floor and 1570 sq. mtrs at 2nd floor. The Trade Facilitation Centre has been completed in 31st January 2021.

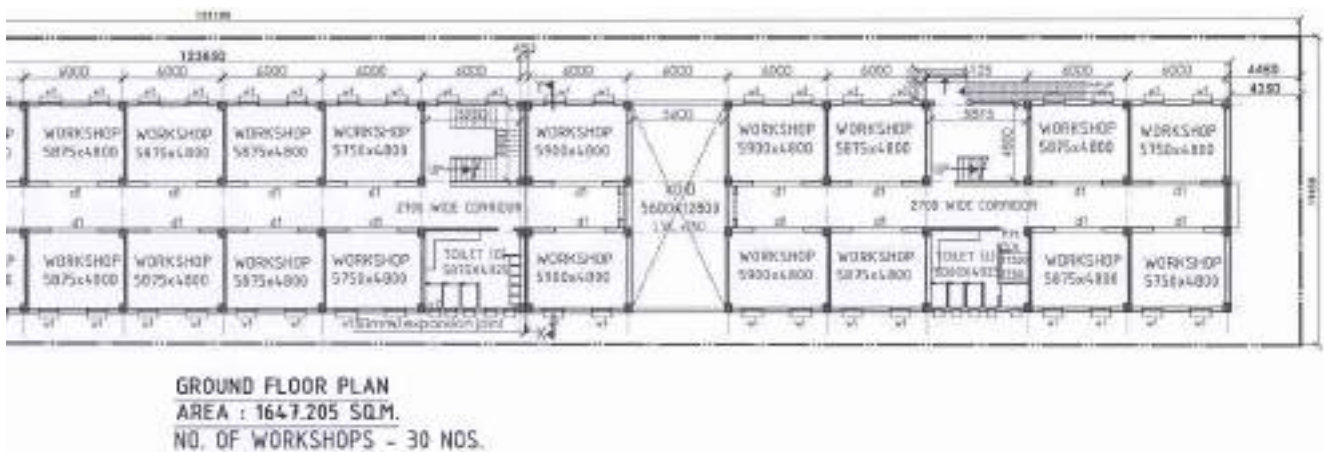


Shops:

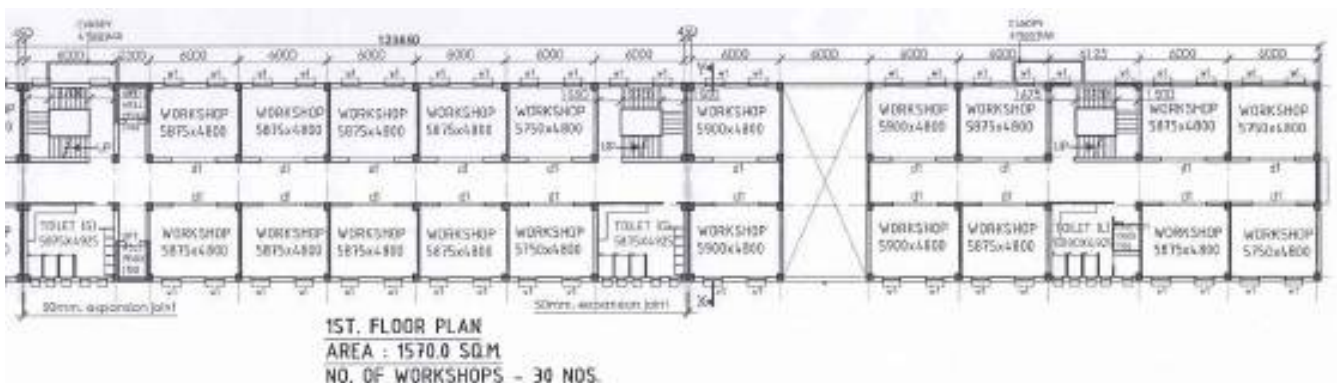
The Trade Facilitation Centre (TFC) at Alo Hub chandannagar in the District of Hooghly is proposed to have a **total of 30 + 30 shop units** on Ground and First floor respectively, with each shop having a tentative **area of 303.54Sq.ft.** have been proposed to be leased out to suppliers, exporters and traders among other business entities, specialized Chandannagar region in Hooghly District, West Bengal for Electricity Lighting Beautification products and other 13 products as specified in NIT. The Authority reserve the rights to lease any shop to any applicant basis the design and business priorities of the Authority.

The Shops shall be provided as bare shell facility with all basic amenities installed such as flooring, rolling shutter door, and electrical connections as per the design guidelines for the facility. Any fit out additions/ modifications for shop interiors shall be in the scope of the allotted lessee.

Shops- Ground Floor



Shops - First Floor



3 PROJECT STATUS

Presently the development of the TFC has been Completed. Now the shops has been ready in execution plan of TFC project.

4 AUTHORITY

DIRECTORATE OF INDUSTRIAL TRAINING, WEST BENGAL.

4.1. On-the-Job Training (OJT)

- 4.1.1. All the **merchandise category** of Trade Facilitation Centre (TFC) should arrange on-the-job training (OJT), through a hands-on method of teaching the skills, knowledge, and competencies needed for the ITI on-going /Passed out trainees to perform a specific job at their Shop i.e. within the workplace of Alohub, Chandannagar, if there is a cope. The ITI Trainees learn in an environment where they will need to practice the knowledge and skills obtained during their training.
- 4.1.2. Batch size in a unit is trade specific and the same will be fixed after duly discussion among the local authority of ITI, Trade Facilitation Centre (TFC) and authorised person of DIT.
- 4.1.3. Expertise Trainers must be engaged by the TFC who would impart training to the ITIs Trainees during the period of On-the-Job Training (OJT).
- 4.1.4. The actual amount of Training Fees against purchase of Consumables/Training materials will be reimbursed by DIT/ Nodal ITI to the TFC for arranging On-the-Job Training (OJT) for the ITI Trainees. The amount of Training fees will be determined after duly discussion among the local authority of Nodal ITI, TFC and authorised person of DIT.

4.2. Maintenance Working Committee (MWC):

- 4.2.1. A MWC will be constituted by members of the District Nodal Officer (Chairman) nominated by The District Magistrate, Hooghly, Principal ITI Hooghly (Member Secretary), Nominee of DIT, WB not below the rank of Assistant Director of Industrial Training (Member) and 02 (two) members nominated from the Trade Facilitation Centre (TFC) to assess the maintenance works of Alohub Building of Chandannagar for smooth functioning.
- 4.2.2. The MWC would monitor the collection of lease rent and Common Electricity and Common Area Maintenance (CAM) charges from TFC and take necessary measure against the defaulters. The collection of the said fund to be deposited into the Bank Account of Nodal ITI i.e. "INDUSTRIAL TRAINING INSTITUTE, HOOGHLY". Any type of expenditure from the said fund for the purpose need to be incurred with due approval of Chairman of MWC.
- 4.2.3. The MWC would also assess the OJT registration procedure for the ITI students as forwarded by the DIT, WB and report in case of any difficulties in the process.

5 NOTICE INVITING TENDER(NIT)

The Authority invites e-tenders in prescribed formats from eligible Applicants ("Applicants") for leasing of the shops. For the purpose of this tender document, a Business Entity shall mean a proprietorship, a registered partnership firm / a company registered in India under the Companies Act.

6 PRE QUALIFICATION CRITERIA

The applicants shall meet the following requirements through supporting documentation:

- a. Applicants who have existing establishments in Chandannagar region in Hooghly District or any

other District in West Bengal shall be eligible to take part in the tender process.

- b. The applicant should have a minimum Average annual turnover of INR **5,00,000/- (Five lakhs) only** and annual Average positive Net Worth of INR **3,00,000/- (Three Lakhs)** only during financial years 2021-22, 2022-23 & 2023-24 in specified business/trade of Chandannagar region in Hooghly District, or any other districts² of West Bengal on products¹.
- c. The applicant should be in specified business/trade of Electricity Lighting beautification & Electrical and decorative lighting and equipment, Computer & IT peripherals, Electronics Home appliances, Mobile sales and service, Interior décor, Optical and Eye wear, Watch & Clock sales and service, Sports equipment, Glass & ceramic wear, Water filter and purifier, Books and Stationary Stores, Gift Items Store, Musical Instrument Sales and Services. Electric Lights produced in Chandannagar region of Hooghly District, West Bengal or adjoining districts² for dealing the products³ for the last 3 (three) years as on tender due date.
- d. The Trader/ Company/ Firm/ Organization etc. must have at least 05 employees throughout the year for the last 03 years.
- e. Any applicant, which has earlier been barred by the Authority, or any government entities in West Bengal from participating in its projects and the bar subsists as on the Tender Due Date, shall not be eligible to submit a Tender.
- f. **EARNEST MONEY DEPOSIT (EMD)**

Tender should necessarily be accompanied by an Earnest Money Deposit (EMD) for an amount of **Rs. 10,000/-** (Rs. Ten Thousand only) in the form of a Demand Draft in favor of the Nodal ITI i.e. "INDUSTRIAL TRAINING INSTITUTE, HOOGHLY". EMD of successful bidder shall be retained by the Authority till Performance Guarantee is submitted by the Bidder. EMD shall be returned to the unsuccessful Applicants within a period of four (4) weeks from the date of finalisation of process.

EMD shall be forfeited in the following cases:

- a) If any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
 - b) If the successful Applicant fails to execute the Lease Agreement within the stipulated time or any extension thereof provided by Authority.
2. Chandannagar regions in Hooghly District or any other districts of West Bengal shall be as specified on page 17.
 3. Refer indicative merchandise categories on page 17.

g. PERFORMANCE GUARANTEE

The successful Applicant/Bidder shall have to deposit Interest Free Security Deposit/ Performance Guarantee to the Authority, **for an amount of Rs. 50,000/- (Fifty Thousand only)** in the form of a Demand Draft in favor of the Nodal ITI i.e. "INDUSTRIAL TRAINING INSTITUTE, HOOGHLY" issued by one of the nationalized/ Scheduled Banks of India, payable at Kolkata. The refundable Interest Free Security Deposit shall be returned only on completion of full tenure of **12 (3+3+3) years** or as provided above in case licensee opts to exit before the full term from the contract.

Exiting from lease agreement after payment of performance guarantee even without taking possession of built-up shop shall lead to forfeiture of performance guarantee and all other payments made.

In case the lessee causes any physical damages to the property of the Authority or has any undue payments, the Authority shall have discretionary rights to execute the repair of damages and recover the amount from the lessee or adjust the equivalent amount from the submitted security deposit.

h. FRAUD AND CORRUPTION

Client requires that applicants to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the client defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the applicant selection process or in contract execution;
- (b) “fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
- (c) “collusive practices” means a scheme or arrangement between two or more applicants, designed to influence the action of any party in lease agreement.
- (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a applicant selection process, or affect the execution of a contract; and
- Authority shall reject a tender for award if it determines that the applicant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- Authority shall sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Authority-financed activities if it at any time determines that the applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client- financed contract; and
- Client shall have the right to require that, in applicant selection documentation and in contracts financed by the Authority, a provision be included requiring applicants to permit the Authority or its representative to inspect their accounts and records and other documents relating to applicant selection and to the performance of the contract and to have them audited by auditors appointed by the Authority.

7. Evaluation Methodology –

A panel of bidders i.e. the list of Applicants will be prepared on the basis of their Technical Score obtained in Part-I among those who will qualified in Part-I of the evaluation parameter of the BID of this RFP, then **Selection to be made on basis of Highest monthly rental quote**. No bidder may give their choice for any Shop. However, only 01 (One) Shop will be offered to them according to their choice followed by the rank seniority of the bidders during the time of distribution of shops.

If rental quote will be tie up, then first technical score & second Turnover of the Organisation will be followed for final selection and rank seniority to distribute of shop.

Technical Proposal

The following details would need to be furnished as a part of the technical proposal.

S.No	Evaluation Parameters	Explanation of Terms and Details to be submitted	Marks Range	Max Marks
PART-I				
1.	Financial Capability The 'Proprietorship or Partnership firm' / Company/ Firm/ Organisation etc. should have an average annual turnover of INR 5 Lakhs during the F.Y. 2021-22, 2022-23 & 2023-24.	<ul style="list-style-type: none"> Audited P&L / Income Statements for the years FY 2021-22, 2022-23 & 2023-24 need to be submitted. Audited Balance Sheet (along with CA certificate clearly indicating turnover from training activities and Net Worth) for the years FY 2021-22, 2022-23 & 2023-24 need to be submitted. . 	<ul style="list-style-type: none"> For Turnover less than INR 5Lakhs no marks will be awarded & will be treated as disqualified. For Turnover of INR 5 Lakhs 12 marks will awarded. For every additional INR 5 Lakhs 2 marks will be awarded subject to a cap on total marks of 25. 	25
2.	Net Worth Capability The 'Proprietorship or Partnership firm' / Company/ Firm/ Organisation etc. should have an annual average positive Net Worth of INR 05 Lakhs during the F.Y. 2021-22, 2022-23 & 2023-24..	<ul style="list-style-type: none"> Audited P&L / Income Statements for the years FY 2021-22, 2022-23 & 2023-24 need to be submitted. . Audited Balance Sheet (along with CA certificate clearly indicating average gross sale of product and Net Profit) for the years FY 2021-22, 2022-23 & 2023-24 need to be submitted. . 	<ul style="list-style-type: none"> For annual Net Worth less than INR 3 Lakhs no marks will be awarded & will be treated as disqualified. For annual Net Worth INR 3 Lakhs 12marks will awarded. For every additional annual Net Worth INR 3 Lakhs, 2 marks will be awarded subject to a cap on total marks of 25. 	25
3.	Business Experience Capability The 'Proprietorship or Partnership firm' / Company/ Firm/ Organisation etc. should be in specified business/trade of Electricity Lighting Beautification, Electric Lights produced in Chandannagar region of Hooghly District or any districts ² of W.B. for the last 3 (three) years till the tender due date.	Copies of last 03 (three) years Trade License issued by the Competent authority must be produced with a self-certified copy by the authorized person mentioning the name, contact details along with documentary evidence of formation of Organisation/ Company/ Firm etc.	<ul style="list-style-type: none"> For less than 3 years of business in the specific field and Districts , no marks would be awarded & will be treated as disqualified. For a minimum 3 years of business in the specific field and Districts 13 marks would be awarded. For every additional 01years of business in the specific field and Districts, 02 marks would be awarded subject to a cap on total marks of 25. 	25
4.	HR Capability The 'Proprietorship or Partnership firm' / Company/ Firm/ Organisation etc. must have at least 05 employees.	A list of employees must be produced with a self-certified copy by the authorized person mentioning the name, contact details, joining date and educational qualification of the employees with contact number	<ul style="list-style-type: none"> For less than 5 employees, no marks would be awarded & will be treated as disqualified. For a minimum 05 employees 13 marks would be awarded. For every additional 02 employees, 02 marks would be awarded subject to a cap on total marks of 25. 	25
TOTAL MARKS (PART -I)				100

7.1 . A panel of bidders are to be selected on basis of Highest monthly rental quote among the Technical qualified bidders(min scoring of 50% marks). No bidder may give choice of Shop.Each bidder will be offered **maximum 01 (One) Shop****. Shop will be offered according to the rank seniority against Highest monthly rental quote of the bidders.

****NOTE:** In the process, distribution of more than one shop may be offered in case number of qualified bidders would be less than the nos. of available shops. This offer also be given according to the rank seniority followed by the option.

7.2. Applicants submission for Eligibility

The following documents shall be submitted –

- a) A brief description of the organization supported by a certified copy of registration of the Firm and details of contact person in Form1.
- b) Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying organizations turnover during last three financial years (2021-22, 2022-23 & 2023-24) in Form-3.
- c) Undertaking as per Form4.
- d) Brief description of Applicant including details of its main lines of Business/ Trade in Form-2.
- e) Power of Attorney in the Prescribed Format.

8. The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of tender shall be at the Applicant's own risk.

9. It shall be deemed that prior to the submission of the Tender, the Applicant should:

- a. Made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this tender document received all such relevant information as it has requested from Authority; and
- b. Made a complete and careful examination of the various aspects of the Project.

10. Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.

11. SUBMISSION, RECEIPT AND OPENING OF TENDERS

Tenders must be delivered online on or before the time and date stated in this tender, or any new date extended by Authority. Tenders would be opened as per schedule mentioned in the Term Sheet.

11.1. Preparation of the Proposal

11.1.1. The Proposal must be submitted online at the web portal **www.wbtenders.gov.in** with the help of a digital signature certificate and shall comprise of all scanned pdf documents as per the formats enclosed with all Annexure.

11.1.2. In preparing the Proposal, the Applicant is expected to examine the RFP in detail. A copy of the RFP should be uploaded in pdf format in "Copy of RFP" sub-folder (as mentioned in point 3.1.5. c) along with a Digital Signature Certificate which would ensure that the bidder has read and accepted all the norms and conditions mentioned in this RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

11.1.3. The Applicant/Bidder would need to provide a Power of Attorney as per **Annexure 6** depending on either bidding as a sole entity.

11.1.4. The Applicants shall bear all costs associated with the preparation and submission of the proposal, and Tender Inviting Authority (TIA) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. TIA/ Tender Selection Committee is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the bidding, without thereby incurring any liability to the Applicant or assigning any reason thereof.

11.1.5. An applicant would have to upload the documents for Technical Proposal in the wbenders.gov.in. There would be a folder named “Fee/PreQual/Technical” which would consist of 6 sub-folders as mentioned below:

Sl.No.	Sub-Folder	Documents to be uploaded
a)	Scanned Annexure	<ul style="list-style-type: none"> - scanned copy of the Cover Letter (Annexure 2) - Scanned copies of the Detail of Organisation/ Company/ Firm etc. (Annexure 3) along with the supporting documents mentioned. - scanned copy of Details of individual(s) who shall serve as the point of contact / communication for Client with the Applicant (Annexure 3) - scanned copy of Organisation/ Company/Firm Profile, Locational Presence in India, main Lines of Business/Trade etc. (Annexure 3) - scanned copy Power of Attorney (Annexure 6)
b)	Copy of RFP	- Copy of this RFP in pdf format along with a Digital Signature Certificate as a token of acceptance thereof.
c)	1) Financial Capability 2) Business Experience Capability 3) HR Capability	<ul style="list-style-type: none"> - Audited P&L / Income Statements for the years FY 2021-22, 2022-23 & 2023-24. - Audited Balance Sheet for the years FY 2021-22, 2022-23 & 2023-24. - C.A. certificate as per Annexure 4. - Copies of last 03 (three) years Trade License issued by the Competent authority must be produced with a self-certified copy by the authorized person mentioning the name, contact details along - Documentary evidence regarding date of formation of Organisation/ Company/ Firm etc. - Scanned copy list of employees with complete postal address, valid Contact number, engagement documents, last 06 month pay slip, Salary Bank Account details, in favour of each and every employees under the employment of the Organisation/ Firm/ Company etc. must be produced with a self-certified copy by the authorized person.
d)	Undertaking	- Scanned copy of an Undertaking in a Non Judicial Stamp Paper that the Organisation/ Firm/ Company etc. should not have been black listed by any Government/ Department/ Govt. Society etc. (Annexure 5).
e)	Financial Criteria	- Monthly rental quote (Annexure 7)

Note:

i. All the documents in a sub-folder should be merged in one pdf file with the name format as <applicant name>_<sub-folder name> and the documents would be scanned in Grayscale/Color at 100 – 150 dpi. E.g. For applicant “ABCD” the documents mentioned in point 15.1.5 C would be uploaded in “HR Capability” as a merged pdf file and be named as “ABCD_ HR_ Capability”.

ii. Similarly for Scanned Annexures, all the scanned annexures would be merged into one pdf file and would be uploaded as “ABCD_Scanned_Annexures”. Absence/missing of any document as sought in clause 15.1.5 during the time of online up-loading of the same due to over-looking or any other ways, the hardcopies may be resubmitted to office of DIT, Karigori Bhavan within 03 days from the date of notice of the same, subjected to availability of those documents prior to close the date of NIT. Otherwise, the Technical Proposal may lead to cancellation of the bid.

11.1.6. ThePowerofAttorneyif anyshould be delivered in hard copies within the date as specified in Schedule of Activities to Director, Directorate of Industrial Training, Technical Education, Training & Skill Development Department, Govt. of West Bengal, KarigoriBhaban 2nd Floor, B/7, Action Area - III, Newtown, Rajarhat, Kolkata – 700160

SECTION 2

EVALUATION, AWARD AND SIGNING OF AGREEMENT

1. OVERVIEW OF SELECTION PROCESS

The invitation of application of shops in each **merchandise category** shall be evaluated in terms of Clause 7, Section-1 of this RFP. Accordingly the contract shall be awarded solely on the basis of rank obtained in **Technical Score** among the short listing qualified bidder as per prequalification criteria.

Allocation of Tenant Mix

Category #	Merchandise Category	Total Shop Available	Shop number and floor
1	1) Electric Lighting Beautification Products. 2) Lights and Fans. 3) Electrical Household Gadgets.	*43	(GS-01 to GS-30) on GF (FS-31 to FS-60) on FF
2	1. Electrical and decorative lighting and equipment. 2. Computer & IT peripherals 3. Electronics Home appliances 4. Mobile sales and service 5. Interior decor 6. Optical and Eye wear 7. Watch & Clock sales and service 8. Sports equipment 9. Glass & ceramic wear 10. Water filter and purifier 11. Books and Stationary Stores 12. Gift Items Store 13. Musical Instrument Sales and Services.		

*** Note#**

Once applications are received from the interested bidders, a prequalification process would be adopted to shortlist and categorize the applications. Eligibility document shall be checked and successful bidder shall be qualified **on the basis of their Technical Score (minimum 50% marks to be obtained)** as defined in Clause 7, Section-1 of this RFP within individual categories and selection to be made on the basis of Highest rate of monthly rent.

Allocation of shops to successful bidders would be done by way of following process:

- Successful bidders would be invited to participate in shop allocation process.
- Shops would be allocated, based on choice made by successful bidder in particular category in descending order of ranking of their bids.

2. From the time the tenders are opened till the time applicants are invited for allocation / handing over process, the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of tenders or recommendation for award of

contract may result in rejection of the applicant's tender.

3. No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of tenders already submitted by the applicant.

4. OPENING AND EVALUATION OF ELIGIBILITY

4.1 Evaluation of Eligibility of the Applicant

- i. Eligibility documents would be checked for adherence with the prescribed criteria.
- ii. By submission of the tender it is deemed that the applicant has accepted all terms and conditions as prescribed in this NIT.

4.2 The Authority shall notify the Successful Applicant through a Letter of Intent (LoI).

4.3 The Successful Applicant(s) shall execute the Lease Agreement within one week of the issue of LoI or within such further time as The Authority may agree in its sole discretion. Agreement shall be signed after receipt of advance lease rent by the Authority and Performance Guarantee in the manner prescribed herein.

5. Prior to evaluation of tenders, The Authority (Tender Selection Committee) shall determine whether each tender is responsive to the requirements of the tender by opening the 1-TECHNICAL. A tender shall be considered responsive only if

- a. It is received by the e-tender within Due Date including any extension thereof;
- b. It is accompanied by the Application Fees & EMD in accordance with the tender document;
- c. It is signed, sealed, bound and marked as stipulated in this tender document;
- d. It contains all the information (complete in all respects) as requested in the tender;
- e. It does not contain any condition or qualification;

6. The Authority (Tender Selection Committee) reserves the right to reject any tender which is non-responsive.

7. The Authority (Tender Selection Committee) shall evaluate the responsive tenders on the basis of the evaluation criteria and points system specified hereunder.

8. Failure of the Successful Applicant to execute the contract agreement and submit performance guarantee within specified period shall constitute sufficient grounds for the annulment of the LoI issued and forfeiture of the EMD.

7. Notwithstanding anything contained in this NIT, The Authority reserves the right to accept or reject any Tender, or to annul the bidding process or reject all Tenders, at any time without any liability or any obligation for such rejection or annulment.

8. The lessee shall have to furnish manage, operate, maintain its shop(s) at its own cost.

9. The lessee shall operate the shops as per applicable laws and obtain required clearances.
10. The lessee shall bear cost to any loss or damage caused to the property by the lessee.
11. In the event of failure by the lessee in adhering one or more mandatory requirements by the applicable laws, NIT & its corrigendum if any, letter of award and the lease agreement, the lease agreement may be decided for termination after providing lessee to represent its case.
12. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.

Bid Document for Leasing of 43 Built-up

Shops At

**Trade Facilitation Centre of ALO HUB BUILDING,
CHANDANNAGAR, HOOGHLY.**

(Bid Document Annexure)

Name and address of the Bidder:

.....
.....
.....
.....
.....
.....
.....

Date.....

Place.....

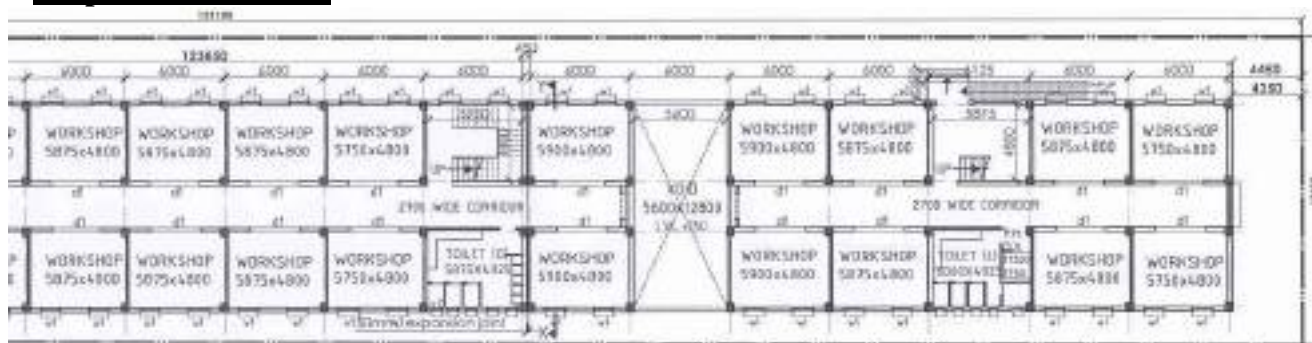
Annexure 1

Details of 60 Built-up Shops, at Trade Facilitation Centre, Alo-Hub Building, Chandannagar ,
Hooghly, W.B. available for tender:

Category #	Merchandise Category	Total Shop available	Shop number and floor
I	1) Electric Lighting Beautification Products. 2) Lights and Fans. 3) Electrical Household Gadgets.	43	(GS-01 to GS-30) on GF (FS-31 to FS-60) on FF
2	1. Electrical and decorative lighting and equipment. 2. Computer & IT peripherals 3. Electronics Home appliances 4. Mobile sales and service 5. Interior decor 6. Optical and Eye wear 7. Watch & Clock sales and service 8. Sports equipment 9. Glass & ceramic wear 10. Water filter and purifier 11. Books and Stationary Stores 12. Gift Items Store 13. Musical Instrument Sales and Services.		

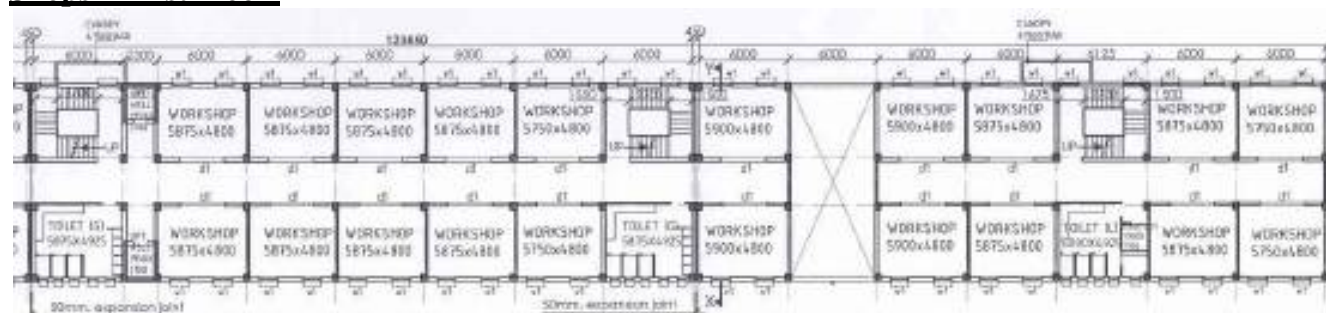
Layout of Shops – Ground Floor

Shops– Ground Floor



GROUND FLOOR PLAN
AREA : 1647.205 SQ.M.
NO. OF WORKSHOPS - 30 NOS.

Shops – First Floor



1ST. FLOOR PLAN
AREA : 1570.0 SQ.M.
NO. OF WORKSHOPS - 30 NOS.

Note-1: Total number of Built-up Shops of Trade Facilitation Centre, Alo Hub Building, Chandannagar, Hooghly project are 60 (sixty), which are being offered for leasing by bid.

Note-2: Area of each shop is tentative **303.54 Sq. ft.** Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area shall be measured and variation of area may occur.

However, the payment of lease rent shall be adjusted on pro rata basis as per the actual area allotted.

Note-3: All built-up shops offered on lease basis are on “as is where is basis”. On this area the selected bidders are expected to carry out all works, as needed for commercial use with respect to merchandise category allocated for the leased shop as indicated in above table.

Note-4: Interest free Performance Guarantee by way of Bank Guarantee or Fixed Deposit Receipt by transfer for an amount of **INR 50,000.00** shall be deposited as per the schedule indicated in LoI.

Note-5: Parking- The parking facilities provided as part of the overall parking for TFC project may be used.

Form 1

Bid Application Form for Leasing of 43 Built-up Shops at Trade Facilitation Centre, Alo Hub Building, Chandannagar, Hooghly.

(On Official letterhead of the Bidder)

No: Dated:

To

The Director of Industrial Training,
Technical Education Training & Skill Development Department,
Karigori Bhavan, New Town, Kolkata, Pin-700160.

Sub: Bid for lease rights in Built-Up shops of Trade Facilitation Centre, Alo Hub Building, Chandannagar, Hooghly.

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Lease Rights for commercial activities as per category opted in built-up shop(s) on fixed Lease Rent basis at Trade Facilitation Centre, Alo Hub Building, Chandannagar, Hooghly. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Authority shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Lessee for the aforesaid subject. I/ We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bid Document, including Addendum/ Corrigendum, if any, issued by Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with Authority; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;and

(e) the undertakings given by us along with the Application in response to the Bid for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the bid due date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Bid document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject Lease Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Lease Agreement in accordance with the draft that has been provided to me/ us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the Bid Document carefully and also surveyed the Authority's Shops. We understand that except to the extent as expressly set forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease Agreement.

9. I/ We shall submit Performance Guarantee to the Authority in accordance with the Bid Document.

10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the lease rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.

11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid document, Draft Lease Agreement, addenda/ corrigenda, our own estimates of costs and after a careful assessment of the shop/site.

12. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.

13. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid due date specified in the Bid.

15. I/ We hereby submit bid document i.e. Bid document and Draft Lease Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

In witness thereof, I/ We submit this Bid under and in accordance with the terms of the Bid document.

Yours

(Signature, name and designation of the Authorised signatory) Name and seal of Bidder/Lead Member

Date: _____, Place: _____

FORM -2**DETAILS OF APPLICANT**
(On the Letter Head of the Applicant)

1. Details of Organisation/ Company/ Firm :
 - (a) Name of Applicant :
 - (b) Name of Organisation/ Company/ Firm etc.
 - (c) Nos. Of employees working (valid document to be enclosed) :
 - (d) Address of the office(s) :
 - (e) Copy of Project Report if any
 - (f) Copy of Entrepreneur Memorandum (EM)/ Udyog Aadhaar Memorandum (UAM) if any :
 - (g) Copy of Valid Trade License (last 03 Years)
 - (h) Partnership Deed, in case of Partnership Firm.
 - (i) Article of Memorandum of Association of Company in case of Company
 - (j) Date of incorporation and/or commencement of business, registration no.
 - (k) Copy of Sales Tax registration details
 - (l) GSTN registration details
 - (m) P Tax registration details
 - (n) PAN of Organisation/ Company if any :
2. Details of individual(s) who shall serve as the point of contact / communication for Client with the Applicant:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address along with Pincode :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :
3. Company/Firm Profile, Locational Presence in India, main Lines of Business/Trade.

Enclosure: Notarized copy of the following shall be enclosed with this Form:

1. Certificate of Incorporation/registration
2. Enclose copy of any certification / accreditation /affiliation
3. Self-declarations / undertakings as required by this tender

For and on behalf of
(Name of the Bidder)

Signed
(Name of the Authorized Signatory)
Designation
Place:
Date:

Annexure 4

Form - 3
Financial Capacity of the Applicant Firm/ Bidder
(Certificate from Statutory Auditor/ Practicing Chartered Accountant)

Sl. No.	Financial Year	Annual Turn Over (In Lakhs)	Annual Net Worth (In Lakhs)	
1	2021-22			
2	2022-23			
3	2023-24			

This is to certify that _____ (Applicant / bidder) has the turnover from products among Electricity Lightening Beautification products as indicated above.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory with Membership Number.

This should be UDIN Certified.

Form - 4

DECLARATION CUM UNDERTAKING

(On Letter Head)

To,

The Director of Industrial Training,
Technical Education Training & Skill Development Department,
Karigori Bhavan, New Town, Kolkata, Pin-700160.

I/We hereby declare that

- a) It is hereby declared that I/We have submitted tender under only 1 (One) category as specified in the tender. I/We are aware that submission of multiple bids shall lead to our disqualification from tender participation and would result in rejection of all the bids submitted by us.
- b) I/We hereby confirm that we have never been blacklisted or terminated by any client in India
- c) I/We hereby confirm that I/We shall not sub-lease the whole or any portion of the shop or permit any other party to occupy or conduct business on any portion of the shop in any circumstances.
- d) I/We hereby confirm and submit that no pending criminal cases with police and judiciary.
- e) Net worth (the "Net Worth") has been calculated on the basis of the aggregate value of the paid-up capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets write back of depreciation amalgamation.

Submission of above undertakings is mandatory

Signature of the applicant

Format for

Power of Attorney of Bidder

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint & authorize Mr. /Ms.

_____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our **Bid for lease rights in Built-Up shop at Trade Facilitation Centre, Alo Hub Building, Chandannagar, Hooghly, West Bengal**, including signing and submission of all documents and providing information/ responses to the Authority, representing us in all matters before Authority, and generally dealing with Authority in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____,

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2 It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.

(Annexure7)

Cover Letter

(On the letterhead of the bidder/ lead member)

Dated: _____

To,
The Director of Industrial Training,
Department of Technical Education & Training, Government of West Bengal,
KarigoriBhaban, Rajarhat
2nd Floor, B/7, Action Area - III, Newtown, Rajarhat,
Kolkata – 700 160

Sub: Offer of “**Monthly Rent**” for taking lease of shops at ALOHUB.

Dear Sir,

1. With reference to your RFP document dated _____, 2022, I/ we, having examined the bidding documents and understood their contents, hereby submit our bid offer of “**Monthly Rent**” with the Government for the aforesaid Project. The bid is unconditional.

Note- Monthly **Rent** to be filled up by the Bidder where **Monthly Rent** should not be less than **Rs.5656.00 per month and thereof 5% enhancement on quoted value in each year w.e.f. 08-12-2025**. Applying Organization should fill the below format -

Offer of “**Monthly Rent**” for taking lease of shops at ALOHUB:-

Yours faithfully,

Date: (Signature, name and designation of the authorised signatory)

Place: (Name and seal of the bidder)

List of Abbreviations used in the Bid Document

1. NIT: Notice InvitingTender
2. AoA: Article of Association
3. BAF Bid Application Form
4. CAM: Common Area Maintenance
5. DD: Demand Draft
6. EMD: Earnest Money Deposit
7. GOI Government of India
8. KVA: Kilo Volt Ampere
9. KW: Kilo Watt
10. LR: Lease Rent
11. LOI: Letter of Intent
12. MoA: Memorandum of Association
13. MoU: Memorandum of Understanding
14. OMC: Other Maintenance Charges
15. PAN Permanent Account Number
16. PO: Pay Order
17. PoA: Power of Attorney
18. Rly.: Railway
19. PG: Performance Guarantee
20. Sq.ft: Squarefeet
21. ST: ServiceTax
22. TAN Tax Account Number

LEASE AND LICENSE DEED

THIS LEASE DEED is made and entered into in Kolkata on this day of 2022.

BETWEEN

The Director of Industrial Training, West Bengal (hereafter referred to as GoWB), on behalf of the Governor of West Bengal having its registered office at Karigori Bhawan, B7, Action Area -III, New Town Road, Opposite Uniworld City, Newtown, Kolkata, West Bengal-700160, hereinafter called as the LESSOR (which expression unless be repugnant to the meaning or context thereof be deemed to include its successors and assigns)

AND

....., an establishment (Individual Entrepreneur/Proprietorship firm) represented by Shri..... Age....., having its registered office, through its authorized signatory, (hereinafter called the 'Lessee') of the OTHER PART.

WHEREAS the LESSEE approached the LESSOR who is the absolute owner of the scheduled property to let out the same namely their shops at **ALO HUB, CHANDANAGAR, HOOGHLY**, as described in the schedule hereunder forming part and parcel of this agreement, on such terms and conditions set out hereunder.

AND WHEREAS at the request of the LESSEE, the LESSOR has agreed to permit the LESSEE to use and occupy the (portion of premises to be taken on Lease Deed Basis) admeasuring approximately 303.54 sq. feet Carpet area situated on ground floor south corner of the said Building as premises mentioned above, more particularly described in the SCHEDULE hereto annexed on lease basis for a period of **03(three) Years** from the date hereof, in the manner hereinafter appearing.

EXECUTION OF FRESH DEED OF LEASE

I. In Pursuance of the said permission and in consideration of the Compensation Rent hereby reserved and of the covenants, conditions and stipulations hereinafter contained and on the LESSEE's part to be paid, observed and performed, the LESSOR HEREBY permits the LESSEE to use and occupy the SCHEDULE PREMISES for a period of **03(three) Years** only commencing from the date hereof **1st January 2021**, this agreement can be extended for further period on agreed mutual terms and conditions by both the parties.

II. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS

- 2.1 To pay the Quarterly Rent of Rs...../- (Rupees.....only) payable on or before the 7th of each Current Quarterly Starting Calendar Month in advance subject to deduction of tax at source.
- 2.2 To give an interest free deposit of Rs..... /- (Rupees.....Only) Cheque No: to the LESSOR, which is refundable as provided herein below.

- 2.3 To pay the electricity charges as per the bills for the electricity consumed by the LESSEE at the SCHEDULE PREMISES as per a separate meter to be installed for the same.
- 2.4 Not to make any structural changes or alterations into or upon the SCHEDULE PREMISES or make any addition or alterations to the SCHEDULE PREMISES without the prior consent of the LESSOR.
- 2.5 The Lessee shall be liable to be evicted following the provisions of the West Bengal Govt. Premises (Tenancy Regulation) Act 1976 or any other law for the time being in force at the discretion of the Lessor without prejudice to the Lessor's right to proceed against the Lessee for any antecedent breach of the Lease and to initiate proceedings against the Lessee under the Bengal Public Demands Recovery Act, 1913 to realize all outstanding amounts and/or recover the same as arrears of land revenue.
- 2.6 To obtain at its own cost all permissions and licenses which may be necessary to run the project for which the demised premises has been demised unto the Lessee and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility keeping the Lessor saved harmless and indemnified in this regard.
- 2.7 To arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the demised premises and / or from the shed / stall / building to be constructed on the demised premises in accordance with applicable law, rules and regulations.
- 2.8 To use the SCHEDULE PREMISES for business purpose of the LESSEE only and not to carry on any activity which would be construed as illegal, immoral, defamatory or might contravene any law, order, by-laws, rules or regulations of any Government, Central or State, Municipality, or any other statutory body or otherwise which might constitute any nuisance or annoyance to the LESSOR.
- 2.9 To ensure that its staff members and visitors observe and maintain proper decorum and good behavior in the SCHEDULE PREMISES and do not cause any disturbance, annoyance to other persons by way of disturbance, unruly behavior or acts of indiscipline.
- 2.10 To keep the demised premises clean and free from all sorts of nuisance and not allow accumulation of water which is or can be a health risk or unhygienic, on it at any time.
- 2.11 To permit the LESSOR, his servants, employees or agents duly authorized by it to enter into and upon the SCHEDULE PREMISES at all reasonable times for viewing the condition of the SCHEDULE PREMISES or doing such works or things as may be requisite or necessary for any repairs, alteration, servicing or improvements to the SCHEDULE PREMISES.
- 2.12 Upon expiry of this agreement the LESSEE shall cease to occupy and enter upon the SCHEDULE PREMISES and shall remove at their own costs all the articles and movables that may have been brought in by the LESSEE in the SCHEDULE PREMISES forthwith thereupon and to hand over the peaceful possession of the SCHEDULE PREMISES in as good condition as received, fair wear and tear, damage by fire, acts of God, riots or other civil commotion, war, enemy action and/or other cause not within the control of the LESSEE, being excepted.
- 2.13 Not to sub-divide the demised premises.
- 2.14 Not to sub-lease, assign and /or transfer its right or interest in the demised premises or in any part thereof or in the structures thereon or part thereon without previous consent in writing of the Lessor PROVIDED HOWEVER that the Lessee may be allowed by the Lessor at its discretion on sufficient grounds to sub lease, assign and /or transfer its leasehold right for the unexpired period of the lease in the constructed spaces on the demised premises or the demised premises itself, on payment of such transfer fees and / or service charges as may be fixed from time to time by the Lessor PROVIDED FURTHER that the sub-lessee or transferee shall utilize the constructed spaces on the demised premises, or the demised premises itself, for a purpose broadly in conformity with the purpose of the original lease. The decision of the Lessor in this regard shall

be final and binding and shall not be subject to challenge. In case of sub-leases or assignments without the written consent of the Lessor, the leasehold right of the Lessee shall be liable to be determined and the Lessee and all persons claiming under the Lessee will be liable to make over, without any claim for compensation for the structures or otherwise, possession of the demised premises with all buildings thereon as may be standing at that time to the Lessor. Save as provided herein, the Lessee will not be entitled to transfer or assign the demised premises with all buildings thereon as may be standing at that time to the Lessor. Save as provided herein, the Lessee will not be entitled to transfer or assign the demised premises or part thereof or any construction erected thereon or any part thereof by way of sale, mortgage or otherwise. The demised premises also cannot be bequeathed by Will except to a member of the Lessee's family, the word "family" having the same meaning as ascribed to it in the Code of Civil Procedure, 1908 and such family member shall be deemed to be considered as the Lessee by the Lessor, upon such person having made payment of the requisite service charges fixed for change of name by the Lessor. A transfer or assignment which is restricted hereby shall also include transfer or assignment by way of amalgamation, reconstruction or any other mode or manner by which the leasehold interest of the Lessee is whether due to its voluntary or an involuntary act, transferred to any other person, without the consent in writing of the Lessor first had and obtained PROVIDED THAT the Lessee shall have the right to mortgage or charge the leasehold interest in the demised premises or building erected or to be erected thereon in favour of a bank or financial institution after obtaining No-objection from the lessor.

- 2.15 Not to make or permit any Society or the Association set up by it along with other lessees for maintenance of common facilities, to make any material alteration to the demised premises and such areas reserved as common areas unless approved/sanctioned by the Lessor and in the event of such additions/alterations/upgradations are permitted, the same shall be made by such Society or Association at its costs, expenses and on such terms and conditions as may be imposed by the Lessor. Such additions or alterations shall in all cases become the property of the Lessor and such Society or Association shall not be entitled to any contribution by the Lessor or to any compensation for the same.

III. The LESSOR doth hereby covenant with the LESSEE as follows:

- 3.1 The LESSOR represents and warrants to the LESSEE that the SCHEDULE PREMISES are free from any charge or any other encumbrance whatsoever and that the LESSOR has full power, absolute right and authority to grant the SCHEDULE PREMISES on Lease Deed basis to the LESSEE on the terms and conditions contained in this agreement. In case there being any defect or deficiency, inadequacy in the LESSOR's right to execute this agreement and all its clauses, the LESSOR undertakes to indemnify the LESSEE against all consequences arising there from.
- 3.2 To ensure the normal supply of electric power and water and such services and amenities as required and applicable to the SCHEDULE PREMISES and as prescribed under any Municipal Laws, Regulations, Bye laws etc, subject to timely payment of electricity charges by LESSEE as provided hereinabove.
- 3.3 To provide all the relevant information, on request, relating to local municipal and other regulations along with a copy of forms, documents, sanctions relevant thereto.
- 3.4 To pay all society maintenance charges and other society levies from time to time, rates, taxes, assessment, duties, cess, impositions, outgoings and burdens whatsoever payable to Society of SCHEDULE PREMISES, State, local Municipal Corporation, local or other authority, which may at any time or from time to time during the term hereby created be imposed or charged upon the

SCHEDULE PREMISES and provide the proof of such payments if necessary to the LESSEE as and when requested.

- 3.5 That on the LESSEE paying the Rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and on his part to be observed and performed, shall peaceably and quietly use and occupy the SCHEDULE PREMISES during the term without any interruption, disturbance, claim and demand by the LESSOR or any person lawfully claiming under or trust for the LESSOR.
- 3.6 To keep the exterior of the SCHEDULE PREMISES, the external drainage thereof and the water pump in good and tenable repair and condition.

IV. HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 4.1 The cost of the separate meter installation/reinstallation at any time during the subsistence of this agreement shall be borne by the LESSOR. All dues of electricity charges for the period previous to the commencement of this agreement shall immediately be paid and settled by LESSOR.
- 4.2 The LESSEE will pay for normal repair charges while major repair and expenses relating to premises shall be on account of LESSOR.
- 4.3 The LESSEEs should arrange on-the-job training (OJT), through a hands-on method of teaching the skills, knowledge, and competencies needed for the ITI on-going /Passed out trainees to perform a specific job at their Shop i.e. within the workplace of Alohub, Chandannagar. The ITI Trainees learn in an environment where they will need to practice the knowledge and skills obtained during their training. On-the-job training uses the existing workplace tools, machines, documents, equipment, and knowledge to teach an employee how to effectively do their job. Consequently, no stand-ins exist that will require an employee to make the training transfer to the workplace. The LESSEE will provide expertise Trainers for the purpose and actual training fees will be reimbursed by the DIT/ Nodal ITI.
- 4.4 The LESSEE will follow the Instruction/ Order of Maintenance Working Committee (MWC) constituted by members of the District Nodal Officer (Chairman) nominated by The District Magistrate, Hooghly, Principal ITI Hooghly (Member Secretary), Nominee of DIT, WB not below the rank of Assistant Director of Industrial Training (Member) and 02 (two) members nominated from the Trade Facilitation Centre (TFC) to assess the maintenance works of Alohub Building of Chandannagar for smooth functioning
- 4.5 If any notice is required to be given by either party to the other party the same shall be given either by personal delivery or by registered post and it shall be deemed received by the party to whom it is sent, if personally delivered, under acknowledgment, if sent by registered post to the address as stated in this deed on expiration of 10 days from the date on which the envelope containing the notice shall have been handed over to the post office for the onward transmission and acknowledged by the party.
- 4.6 In case LESSEE fails to pay the rents for consecutive period of three months, the LESSOR shall, without prejudice to its other rights and remedies, have the right to terminate this lease agreement and get peaceful possession of the SCHEDULE PREMISES after repaying the security deposit less arrears of any Rents and any electricity bills and water charges.
- 4.7 If the LESSOR fails to pay the taxes, charges, assessment payable by him, or fails to carry out the necessary repairs and other work which he has to carry out as provided herein, the LESSEE may after one month notice in writing, pay, discharge and can carry out the same at its own cost and the LESSEE may set off the same from the Rents / compensation payable to the LESSOR under these presents.

- 4.8 Notwithstanding anything contained in this agreement this Agreement is determinable by giving
- 4.8.1 30 days written notice in advance by LESSOR to the LESSEE; &
- 4.8.2 30 days written notice in advance by LESSEE to the LESSOR
- 4.9 The stamp duty and all other expenses in respect of this Lease Agreement shall be borne and paid by both the parties equally.
- 4.10 Refund of Security Deposit: That on completion of this agreement period or earlier termination thereof, as the case may be, as herein provided, the LESSEE shall receive, from LESSOR the balance amount or complete amount of SECURITY DEPOSIT (as the case may be) after deductions of monthly Rent, due if any, including all the arrears of water & electricity charges due as per this agreement hereinabove and the damages, if any, caused by reason of the Lessee. In case of failure on the part of LESSOR to pay the security deposit after 15 days of termination of the termination, he will be liable to pay to the LESSEE interest on the due amount at the rate of 12% per annum from the date of default till payment. This interest shall be calculated on daily basis of delay. Further agreed between the parties that if LESSOR fails to refund this security deposit as provided above then LESSEE shall be entitled to keep the possession of SCHEDULE PREMISES without incurring any liability towards rent or other charges connected therewith until the said deposit amount is paid to the LESSEE.
- 4.11 Indemnity Clause: If the LESSEE is forced directly and /or indirectly to move out of premises or to vacate it before the completion of first 11 months due to the defect in the title of LESSOR or due to any act out of willful commission or omission of the LESSOR and which could not be due to any act, omission, fault, conduct or any reason(s) which may be attributable to the LESSEE, the LESSOR shall indemnify the LESSEE, for all the costs the LESSEE would have incurred and which could not be recovered in respect of renovation, furniture and fixtures and related matters.
- 4.12 The 'Deed of Lease' after registration shall remain at the custody of the Lessee. A certified duplicate copy of the deed shall be at the custody of the Lessor. The cost of preparing, stamping and registering and the certified copy of the Deed of lease shall be borne by the Lessee.
- 4.13 In case of failure to comply any of the clauses mentioned herein before on part of the lessee, the lessor shall have the right to determine this lease and enter into the premises.

The Schedule I above referred to

ALL those premises being No..... in the..... Industrial/ Commercial Estate having an area(covered) and(uncovered) about and being part of Industrial / Commercial Estate within the..... Municipal Corporation/ Municipality/ Panchayat area of Ward No. Khatian No J. L. No..... Mouza name P.S. P.O In the district of and particularly delineated in the map or plan annexed hereto and thereon marked as Plot No./Shed No./ Stall No./ FRS No./ Building Space No and coloured red, butted and bounded by as follows.

On the North :

On the East :

On the South :

On the West :

Schedule - B (Schedule of Payment)

Paid through Banker's Cheque/ Manager's Cheque/ Pay Order/ Demand Draft No..... dated..... drawn on (Bank)..... Branch or through NEFT/ RTGS on (date) on (Bank) Branch (Rupees) only.

Schedule - C

[Details of Partners / Stake holders/ Trustee Members]

Name of the Partner/ Stake Holder / Trustee Member	Shareholding Pattern (not in case of Trustee Member)
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- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |

In witness whereof the parties hereto above and set and subscribed their hands hereunto respectively on the day and year first herein above mentioned.

Signed Sealed and Delivered by the	1. Witness:
Within named LESSOR	2. Witness:

Signed Sealed and Delivered by the	1. Witness:
Within named LESSEE	2. Witness: