

# WEBEL TECHNOLOGY LIMITED

## Notice Inviting Expression of Interest

1.	EOI No. & Date	WTL/EOI/CBT/24-25/002 dated 29.08.2024
2.	Brief description of Job	Application Development of a portal and Conducting Computer Based Test (CBT) for Recruitment and execution of the end to end of the Recruitment Process.
3.	EOI Fee	Rs.2000.00 (Rupees Two thousand only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
4.	Last date & time of Submission	05.09.24. at 13.00 Hrs
5.	Date & time of Bid Opening	05.09.24. at 13.30 Hrs
6.	Address of Communication for queries, if any	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
7.	Venue of Bid Submission & Bid Opening	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
8.	WTL Contact Person	Manager (Commercial) – 23673403-06 Email:purchase@wtl.co.in
9.	Any proposal received by WTL after the deadline for submission of proposals may not be accepted. WTL reserves the right to accept of the late entries.	
10.	WTL reserve the right to reject or accept or withdraw the EOI without assigning the reasons thereof.	
11.	Bidders must be present at the time of opening of the bid. WTL are not answerable for any queries of any bidder who remain absent at that time.	

# **WEBEL TECHNOLOGY LIMITED**

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# **WEBEL TECHNOLOGY LIMITED**

## **Section – A**

### **Expression of Interest for Execution of Computer Based Test for Recruitment**

Webel Technology Limited (WTL), a Govt. of West Bengal Undertaking is engaged in implementing major IT and ITeS Projects in the state of West Bengal. In addition to projects in the state of West Bengal, WTL has expanded its activities to other states like Odisha, Jharkhand, Chhatisgarh, etc. Initiatives have been taken by the various Departments / Directorates of the West Bengal State Government to implement the CBT system for recruitment of their purpose.

#### **INTRODUCTION**

Expression of Interest (EOI) is invited from the prospective bidders for conducting Computer Based Test (CBT) for recruitment purpose. Single bidder or consortium (only one partner) is allowed to bid. Consortium Agreement has to be submitted in case of consortium bid as per format enclosed in Section – H. Bidders are requested to submit their bids in a sealed envelope and submit before the submission end time at WEBEL TECHNOLOGY LIMITED, PLOT-5, BLOCK – BP, SECTOR- V, SALT LAKE, KOLKATA 700091.

After evaluating the bid documents, bidders who will satisfy the Eligibility Criteria, will be asked to submit the commercial in different sealed envelopes for different projects. Only the bidder who will offer the lowest quote, will be awarded for the project.

#### **SCOPE OF WORK**

The selected Agency shall be responsible for end-to-end examination management and undertake the below mentioned activities. However, the scope of work will not be limited to these activities. The selected Agency shall take necessary precaution to safe-guard system data from all vulnerabilities/threats and maintain confidentiality and secrecy of all information related to people, process and data during all the three phases i.e. pre-examination, examination and post examination. The selected Agency shall deploy one Nodal Officer who would be responsible for communicating the progress of work on the examination, team management, issue management etc.

All examination phases/processes shall be carried out by the selected Agency in consultation with Recruitment Cell of the concerned Department.

#### **(a) Following shall be made available by the Recruitment Cell of the concerned Department to the Selected Agency:**

1. Details of around 3 lacs applicants who applied online for recruitment to the post in case applications are already received offline/online through other system
2. Question banks with Multiple Choice Answers with defined difficulty level for each question (i.e. Easy/Medium/Hard) and Answer Key, by engaging subject-wise Question Paper Setter/Moderator, who will upload the question paper along with Multiple Choice Answers and Answer Key, into the system, using their secured log in credentials.
3. Rules/guidelines/marking scheme, etc.

#### **(b) Following shall be made available by the selected Agency to Recruitment Cell of the Department:**

1. Master data of all candidates, who would upload their documents corresponding to their applications within the specific time period.
2. Soft Copy of Master Data of all the Test Centers, etc.
3. Complete candidate's response during the examination, audit trail of all appeared candidates.
4. Attendance sheet and Face recognition report of all appeared candidates.
5. Video recording of CCTV Cameras of each of all the Test Centers/venues.
6. Overall Performance List of All Candidates who have appeared in the CBT and list of the candidates, 5 times of vacancies (reservation category wise) published in the advertisement, who have been qualified provisionally for Interview.

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**Scope of Work has been divided into three broad phases**

- Pre-Examination Phase
- Examination Phase
- Post Examination Phase

The selected Agency is expected to draw the examination plan and implement the design of the examination processes as required by the Department. Broadly, the requirements will be as follows:

## **Complete Security management processes**

- Physical Security
- Information Security
- Server Security
- Network Security

## **Candidate handling process**

- Mapping of candidate's details with Exam Centers
- Validation and verification of identity
- Attendance handling (photograph, Video surveillance through CCTV Cameras)
- Machine/seat allocation and handling of security parameters

**The detailed Scope of Work is furnished below.**

## **2.1 Pre-Examination Phase:**

### **A. Online Application Management**

- In Case, the application process done previously, the Department will share the details of applicants who have already applied online for recruitment with the Agency in Excel format.
- The Agency, entrusted to conduct the examination will upload the data in their own secured Data Centre and host the same in the Web Page to be developed by the Agency for this purpose with a provision of sharing the web link to the Department for posting the same on their own website.
- Agency to create a Form to allow candidates login and upload their documents corresponding to their applications within a specific time period.
- Candidates to be allowed to login using their Name, Father's Name and Date of Birth that were originally provided by them at the time of application. In case of any mismatch, system will not allow the candidate to login. In case of perfect match, the candidates will be prompted to confirm whether they want to receive the OTP in their mobile number already registered in the data base. In case the candidate wants to change his/her mobile number, option will be given to update the mobile number and thereafter candidates will be allowed to login though OTP based authentication.
- After the login, candidates to be allowed to upload photograph, Signature, and other required documents, and submit the Form within specified time period. Candidates also to be allowed to edit/modify the editable fields in the application forms before final submission of Form. Name, Father's Name, Caste and Date of Birth are non-editable fields.
- The candidates to be allowed to select district preferences within West Bengal, for appearing into the Computer Based Test. After the final submission of application, email notification to be given to candidates. After the final submission, candidates to be allowed to only view, download & print the submitted application form.
- Candidates to be allowed to view Application Form status by logging in to the portal anytime.
- After the final submission, the number of candidates who have preferred a particular district for appearing into the CBT, to be shared with the Department by the Agency.

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- There should be provision to download application data, track application progress and generate various reports throughout application stage, by the Agency, as and when required by the Department.

## B. E-Admit Card Management

- Agency to identify and finalize Test Centers in each district as per total candidate count for that district as per their preference
- Test Centers, Test Dates, number of shifts and shift capacity to be finalized and updated in the system by the Agency. Duration of Test will be of 1 (one) hour and preferably there will be 4 (four) shifts per day.
- Booking of Test Centers as per exam schedule and verification for capacity estimation, to be done by the Agency.
- Periodic Test Centre audits to be done by the Agency including Hardware, Software, Network, Power and Internet Connectivity before exam date.
- Certification of no. of nodes eligible for exam to be done by the Agency at each Test Centre.
- Allocation of Test Centre to be done by the Agency to all candidates.
- Test Centre allocation to be based on the seat availability, candidate's District preference and candidate count.
- E-admit card generation to be done for all the candidates. Candidates to be allowed to download their Admit Card by logging into the Portal.

## C. Question Paper Management

Subjects for Computer Based Examination: Test will be conducted on 4 (four) subjects

Examination Type: MCQ

Number of Questions: 50

Number per Question: 2

Total Marks: 100

Negative Marking: 0.25 marks will be deducted for each wrong answer.

- Agency to provide secured platform with simple user-interface for question paper creation.
- The Department will arrange for preparation of question banks with Multiple Choice Answers and define difficulty level for each question i.e. Easy/Medium/Hard, by engaging subject-wise Question Paper Setter/Moderator so that based on defined template, system can generate question paper of same difficulty level.
- Question papers to be generated in multiple numbers for each subject as per requirement, depending on total number of days and shifts during which the examination will be conducted with provision of generating shuffled questions and answers.
- It is to be ensured by the system that questions will be randomized in such a manner, so that there should be no repetition of any question at any shift on any day.
- Agency to arrange for training to Question Paper Setter / Moderator of each subject for effectively utilizing secured platform for question paper creation/uploading the question paper along with Multiple Choice Answers into the system, from any remote location, using their secured log in credentials. For this, Question Paper setter/ Moderator wise individual & secured log in credential to be created by Agency, as per requirement, specified by the Department.
- System should have ability to configure test parameters like negative marking, difficulty level etc. for each question.
- System should have ability to configure test parameters like number of sections, marks per section, number of questions per section, etc.
- There should be support for uploading images related to content creation and creation of symbols and mathematical expressions related to question, if required.
- There should be provision for secured upload of question bank to Data Centre with suitable encryption, so that the secrecy and integrity of the process is properly maintained.

### 2.2 Examination Phase:

- Test Centre should be made ready with required infrastructure including Computer Nodes, Hardware, Software, Network, Power and Internet Connectivity. There should be provision for

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buffer computer at each Test Centre as backup and periodic checking to be done by the Agency to ensure that, it is ready in all respect to hold the Computer Based Test (CBT).

- Test Centre management on the day(s) of examination day will be the responsibility of the Agency. Candidate's registration / attendance to be taken at the venue with Face Recognition. Provision to be made so that, digital photo of the candidates, captured at the time of registration / attendance of the candidate, can be used, post examination for authentication purpose.
- Security guards to be provided as per the standard process to ensure basic security, safety features and escorting candidates. It has to be ensured that, candidates are frisked prior allowing entry to Test Lab/Hall Room, by trained security guards. Separate enclosures and female security guards will be made available to frisk female candidates. The frisking will be done using hand held metal detector.
- Help desk support to be there at the venue during the examination.
- Candidates' verification with admit cards need to be conducted prior entry to examination hall.
- Deployment of trained technical manpower at every Test Centre to be ensured for conduct of Computer Based Test (CBT).
- There should be provision to generate & download candidate list at each Test Centre.
- Random Candidate seat allocation at Test Centre and partition between every system to be there in order to ensure security.
- Provision of login credential to all candidates to be made at each Test Centre for attempting the test.
- Provision for decryption of question paper should be there only when candidate requests for login.
- Question set to be generated from the question bank by taking questions randomly when each day shift starts. Same day same shift will have same question set.
- Question to be distributed to all the candidates of same day and same shifts randomly, where numbering of questions will vary. Also, answer options for questions may vary in question paper, as it will also have to be populated through randomizing.
- CCTV footage have to be captured of the candidates while taking examination for each Room at the Test Centre. The same footage to be handed over to the Department, with a proper levelling (Mentioning Venue, Date, Shift, Room Number etc.) , in a secured manner at the end of the examination process.
- A control room/command centre have to be established by the Agency for monitoring of test progress and solution of problems that may arise, on the day(s) of examination.
- There should be provision of secured download of question paper & upload of candidate response with necessary encryption during and after the examination.

## 2.3 Post Examination Phase:

### **A. Evaluation Management**

- There should be provision for uploading of correct answer key for information and self-evaluation by the candidates after the entire examination process is over.
- There should be provision of amendment (if any) to answer key if such situation arises.
- Processing of result as per uploaded answer key and candidates' response to be done.
- Provisions should be there so that, the answers to the questions can be provided in the solutions while creating questions by the paper setters/Moderators or at any later stage after the completion of the entire examination process.
- After examination, question paper along with answer sheet to be sent to candidate's email id when The Department initiates it.
- Generation of raw and final candidates score to be done.

### **B. Result Management**

- Agency to generate results of CBT and prepare Overall Performance List of All Candidates who have appeared in the CBT and list of the candidates, 5 times of vacancies (reservation category wise) published in the advertisement, who have provisionally qualified for Interview, based on the marks obtained by the candidates.

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- Provision should be there, so that a candidate can see the marks obtained by him/her in the test while logging in into their profile.
- The result should be made available in the web page prepared for this purpose with a scope to search and download and with a provision of sharing the Web-Link to the Department for posting the same on their own website.
- There should be option for generation of various reports as per requirement and format of the Department.
- Sharing the final result data along with other relevant documents with the Department to be done.
- Necessary assistance to be rendered by the Agency for easy retrieval of data in case of resolving candidate grievances, RTI applications and court cases.

## **C. Post Examination Data Management**

- The Agency to transmit the data of all candidates in a suitable format so that it could be incorporated in the web-based recruitment module of the Department for further processing.
- The mode of data transfer should preferably be API based data transmission from Agency's server to Web Based Recruitment module of the Department.
- Data for all the candidates will reside in the Data Centre of the Agency throughout the duration of the contract and can be accessed and exported by the Department in excel files as and when required.

## **2.4 Support Services to be provided by the Agency during three phases:**

### **A. Help-Desk:**

Provision of Email, and Tele (9X6) support throughout the exam cycle for resolution of candidate queries.

### **B. Control Room/ Command Centre:**

Monitoring of pre, during and post exam activities and tracking the progress.

### **C. Reporting Engine:**

Generation of reports at various stages during the exam cycle.

### **D. Communication:**

Email notification to candidates and other stakeholders at various stages in the exam cycle.

### **E. Grievance Management:**

Support in retrieval of audit-trails related to candidate grievances, RTI applications and court cases.

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## **Section - B**

### **Eligibility Criteria**

1. The bidder and the consortium partner must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder / prime bidder should have own registered office presence in Kolkata of last 3 years supporting documents to be submitted.
3. The bidder / prime bidder and the consortium partner should have valid Trade License, GST Registration Number & PAN. Bidder shall have to submit photocopy of the documents.
4. The bidder/ prime bidder and the consortium partner in case of consortium must have experience in development of on-line recruitment/examination portal and conducting end to end recruitment execution in India in last 5 (Five) years. The supporting documents to be submitted.
5. The bidder/ prime bidder/ the consortium partner must have experience in development of on-line recruitment/examination portal and conducting end to end recruitment execution through computer based test (CBT) system in any Government / Public Sector Undertaking/ Government Statutory Bodies organization in India in last 5 (Five) years. The supporting documents to be submitted.
6. The bidder should have turnover minimum of Rs. 6.00 (Six) Crores in aggregate of the last three financial years (FY – 2021-2022, 2022-23, 2023-24). Bidder shall have to submit Audited Balance Sheet / Audited Accounts / Auditor Certificate.
7. Bidder should have positive net worth in the last financial year (FY – 2023-24). Auditor Certificate to be submitted.
8. The Bidder / prime bidder must have own Support Service Centre with manpower in Kolkata. Details to be submitted.
9. Bidder / prime bidder should have at least 20 Nos. of manpower engaged in software development on its payroll. The bidder / prime bidder should have PF and ESI registration certificate and should submit the company PF and ESI statement for last three months in their company letterhead.
10. Bidder should have valid ISO 9001:2015, ISO 27001:2013, CMMI Level 3 or higher Certified Company. (Related certificate copy required).
11. The bidder / prime bidder / the consortium partner shall not have been blacklisted by any State/Central Government or PSU or bilateral/ multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.
12. Bidder / prime bidder should submit a detailed description of the solution offered as per scope as per Section – A. The document should contain all activities related to the scope of work.

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## Section - C

### List of Documents to be Submitted

(EOI No. WTL/EOI/CBT/24-25/002 dated 29.08.2024)

<b>Sl. No.</b>	<b>Documents Submitted</b>	<b>Document Submitted</b>	<b>Page No of Submitted Document Serial</b>
1	Documentary (Certificate of incorporation/Relevant document) as per Clause – 1 of Eligibility Criteria	Yes/No	
2	Documentary evidence as per Clause – 2 of Eligibility Criteria	Yes/No	
3	Documentary evidence as per Clause – 3 of Eligibility Criteria	Yes/No	
4	Documentary evidence as per Clause – 4 of Eligibility Criteria	Yes/No	
5	Documentary evidence as per Clause – 5 of Eligibility Criteria	Yes/No	
6	Documentary evidence as per Clause – 6 of Eligibility Criteria	Yes/No	
7	Declaration on letter head as per Clause – 7 of Eligibility Criteria	Yes/No	
8	Declaration on letter head as per Clause – 8 of Eligibility Criteria	Yes/No	
9	Declaration on letter head as per Clause – 9 of Eligibility Criteria	Yes/No	
10	Declaration on letter head as per Clause – 10 of Eligibility Criteria	Yes/No	
11	Declaration on letter head as per Clause – 11 of Eligibility Criteria	Yes/No	
12	Declaration on letter head as per Clause – 12 of Eligibility Criteria	Yes / No	
13	Financial Capability format as per Section – E	Yes/No	
14	Agency's Details format as per Section – F	Yes/No	
15	Covering Letter format as per Section – G	Yes/No	
16	Consortium Agreement format as per Section – H	Yes/No	
17	Copy of EOI duly stamped and signed	Yes/No	

# **WEBEL TECHNOLOGY LIMITED**

## **Section – D**

### **Instructions to Agency**

#### **1. Agency Disqualification**

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- The agency imposes own conditions in the proposal.
- Proposal is received in incomplete form.
- Proposal is not accompanied by all the requisite documents.
- Information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the agreement (no matter at what stage) or during the tenure of the agreement including the extension period if any.
- Agency tries to influence the proposal evaluation process by unlawful / corrupt / fraudulent means at any point of time during the bid process.
- In case any one party submits multiple proposals under one methodology or if common interests are found in two or more agencies, the agencies are likely to be disqualified, unless additional proposals/agencies are withdrawn upon notice immediately.
- Agencies may specifically note that while evaluating the proposals, if it comes to, Webel Technology Limited's knowledge expressly or implied, that some agencies may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the agencies so involved are liable to be disqualified for this agreement as well as for a further period of three years from participation in any of the tenders floated by Webel Technology Limited.

#### **2. Interpretation of Documents**

If any Agency finds discrepancies or omission in the EOI documents or if he is in doubt as true meaning of any part thereof, he shall make a written request to the WTL authority for correction/clarification or interpretation before the submission of the tender.

#### **3. Language of Bid & Correspondence**

The documents must be prepared by the Agency in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Agency & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

#### **4. Governing Laws**

This contract shall be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances.

#### **5. Corrupt or Fraudulent Practices**

WTL Committee requires that the agencies under this EOI observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. WTL Committee will reject a proposal for award if it detects that the agency has engaged in corrupt or fraudulent practices in competing for the contract in question. WTL Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

#### **6. Enforcement of Terms**

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

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## 7. Erasures or Alternations

The offers with overwriting and erasures may make the EOI liable for rejection if each of such overwriting/erasures/manuscriptions is not only signed by the authorized signatory of the agency. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all agencies and the WTL Committee reserves the right for such waivers.

## 8. Sealing, Marking and Submission of Bid

Interested Agencies are required to submit their bids in separate sealed envelopes as per instructions given below: -

Agencies shall submit their bids in sealed envelope super-scribed with EOI document number, due date, Project name (Digital Content).

### a. All Documents as per Section – C

The envelopes containing above documents shall be enclosed in a large envelop duly sealed and super-scribed with EOI document number, due date, Project name.

The sealed envelope must be delivered to the Commercial Department, Webel Technology Limited, Plot - 5, Block-BP, Sector – V, Salt Lake City, Kolkata -700 091 through speed post/Courier or personally delivered to Manager (Commercial) or his designated personnel on or before 15.00 hrs. on 02.08.2024 and collect a receipt for submission. No other mode of delivery shall be accepted. WTL will not be responsible for any postal delay.

## 9. Evaluation Process:

- Agencies who will comply the items as per eligibility criteria will be selected.
- Agencies who will qualify the eligibility criteria will be called submission of financial bids in sealed envelopes separately for different projects (Section – C).
- Agencies, which will be selected by the competent authority, will be called for financial offer.

**10. Award of Contract:** An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted agency. A negative determination will result in rejection of agencies offer, in which event the WTL will proceed to the next lowest evaluated agency to make a similar determination of that agencies capability to perform satisfactorily.

## 11. General Terms

- All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- All the documents to be submitted by the agency should be duly authenticated by the person signing the offer and if at any point of time during process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the agency and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- No clarification will be entertained after opening of the bid.
- WTL reserve the right to reject or accept or withdraw the EOI in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised.
- WTL reserve the right to ask for clarification in the bid documents submitted by the agency. Documents may be taken if decided by the committee.
- No dispute by the agencies in regard to evaluation will be entertained by WTL and decision taken by the WTL Committee will be final.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

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- Those agencies don't have GST Certificate; they may submit the self declaration in letter head. The decision of acceptance will be done by WTL Committee.
- Price will be taken from the qualified agency.

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## Section – E

### Format for Financial Capability

(EOI No. WTL/EOI/CBT/24-25/002 dated 29.08.2024)

### FINANCIAL INFORMATION

Sl. No.	Name of the Agency	Turnover (Rs/Lakh)		
		2021-22	2022-23	2023-24
1				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Note: Auditor Certificate to be attached along with this document**

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## Section – F

### Format for Agency Details

(EOI No. WTL/EOI/CBT/24-25/002 dated 29.08.2024)

1	<b>Name of the Firm</b>	
2	<b>Correspondence / Contact address</b>	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	PAN	
	Fax Number	
	E-mail Address	
3	<b>Office at Kolkata</b>	
	Office Address	
	Name & Designation of Contact person	
	Contact Number	
	E-mail Address	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
5	Is the firm <ul style="list-style-type: none"><li>▪ a Government/ Public Sector Undertaking</li><li>▪ a propriety firm</li><li>▪ a partnership firm (if yes, give partnership deed)</li><li>▪ a limited company or limited corporation</li><li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li><li>▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.</li></ul>	
6	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
7	Total number of employees. Attach the organizational chart showing the structure of the organization.	
8	How many years has your organization been in business under your present name? What were your fields when you established your organization	
9	List the major clients with whom your organization has been / is currently associated.	

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# **WEBEL TECHNOLOGY LIMITED**

## **Section – G**

### **Format for Covering Letter**

(Agencies are requested to furnish the Format given in this section and to be submitted on Letter Head)

**To,  
The Manager (Commercial)  
Webel Technology Limited  
Plot – 5, Block – BP, Sector – V,  
Salt Lake City,  
Kolkata – 700091.**

#### **Sub: Computer based Test**

Dear Sirs,

1. We the undersigned agency having read and examined in details the scope of work and other documents of the subject EOI no. WTL/EOI/CBT/24-25/002 dated 29.08.2024 do hereby propose to execute the job as per details as set forth in the documents.
2. We are enclosing necessary information according to the desired format. The information furnished by us in this Expression of Interest is correct and best to our knowledge. If at a later date it is revealed that any declaration made by us is false/incorrect, then our bid would automatically stand cancelled.
3. We further agree that if our proposal is accepted and qualified then we shall provide abide by all the instruction of WTL.
4. We further agree that if our proposal is accepted and qualified then we shall provide abide by all the instruction of WTL.
5. We understand that WTL reserves the right to decide whether or not to pre-qualify our firm without disclosing the reason whatsoever.

Dated, this .....day of .....2024

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

# WEBEL TECHNOLOGY LIMITED

## SECTION - H

### CONSORTIUM AGREEMENT FORMAT

(TO be given on Rs.100 stamp paper)

This Consortium Agreement ("Agreement") is executed on this \_\_\_ day of \_\_\_\_\_, 2024 by and between \_\_\_\_\_, ("Lead Member"), a Company incorporated under the laws of \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns) of the First Part;

And

\_\_\_\_\_, a Company incorporated under the laws of \_\_\_\_\_ having its Office Registered at \_\_\_\_\_ (hereinafter called the "**Consortium Partner**", which expression shall include its successors, executors and permitted assigns) of the Second Part.

(Each Member individually shall be referred to as the "Member" or "Party" and both the Members shall be collectively referred to as the "Members" or "Parties" in this Agreement).

WHEREAS, WTL has issued EOI No WTL/EOI/CBT/24-25/002 (hereinafter "The EOI") for Expression of Interest (EOI) Document For Invitation of Application Development of Portal for Recruitment / Examinations purpose through Computer Based Test (CBT) and invited bids for this purpose.

AND WHEREAS, the EOI stipulates that the Lead Member may enter into a Consortium Agreement with another Company I Corporate entity to fulfil the Eligibility Criteria stipulated in EOI.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER

In consideration of the above premises and agreements all the Members in this Consortium agreement do hereby mutually agree as follows: .

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that \_\_\_\_\_ shall act as the Lead Member for the Consortium.
2. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations envisaged in this Agreement.
3. Subject to the terms of this Agreement, the Consortium Partner shall be responsible for providing technical knowledge required for the EOI to the Lead Member. Furthermore, Lead member and

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Consortium Partner shall enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with each other defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations as per the EOI.

4. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Kolkata alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

5. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the EOI.

6. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to WTL and shall remain in full force and effect until the date of occurrence of any of the following events or conditions, whichever shall first occur: -

- a) Termination of the EOI;
- b) Rejection of Bid submitted by the Parties in consortium with each other;
- c) Contract/Bid is awarded to a third party;
- d) The Lead Member decides not to submit the Bid.

#### 6. 1 Consequences of Termination/ expiry

(a) Each Party shall handover all information, documents, materials, Confidential Information of the other Party as may be provided by such other Party in accordance with the terms of this Consortium Agreement within 15 (fifteen) days of termination of this Consortium Agreement.

(b) The Consortium Partner shall maintain all data, all necessary and required records, registers and accounts in respect of the services provided and shall furnish the same to Lead Partner on request.

7. In case the Consortium is declared as successful bidder and Contract is awarded to the Consortium, then Lead Member and Consortium Partner shall enter into Definitive Agreement defining respective rights, duties, obligations, liabilities etc. of both the parties for the performance of the obligations as per EOI. Further, the Consortium Members shall continue to be members of the Consortium and continue to fulfil their respective obligations/scope of work under this Consortium Agreement post award of the Bid/Contract, for the duration specified in the EOI.

8. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of WTL.

9. Each Party to this Consortium Agreement shall bear its respective costs, expenses and liabilities as a result of its obligations and efforts under this Agreement. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from each other during the period prior to the award of the contract by WTL nor, any other contract executed in consequence of this Consortium Agreement. However, it is clarified that this clause shall not apply over the Definitive Agreement entered into between both the parties as per this agreement.

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10. This Agreement: a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member; b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof: and c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of WTL.

11. If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this Consortium Agreement regarding the respective rights and liabilities of the Parties under this Consortium Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations ; if the Parties fail to resolve such dispute within 30 days of commencement of amicable settlement process such dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitration procedure shall be conducted in English language at Kolkata. The arbitration award passed by the sole arbitrator (mutually appointed by the parties) shall be final and binding on the Parties.

## **12 Legal Relationship**

12.1 Relationship between the Parties is on principal to principal basis. This Consortium Agreement does not in any respect make Consortium Partner an agent or a partner of the Lead Member nor does it establish any joint venture between the Parties or authorize the Consortium Partner to transact any business in the name of the Lead Member or to incur any obligation or liability for or on behalf of the Lead Member except as otherwise specifically set forth herein or as may be agreed upon specifically in writing.

12.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other Party.

## **13. Indemnity**

Each Party (the Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the Indemnified Party") from any and all direct costs, losses, liabilities or expenses (including reasonable attorneys' fees) incurred by the Indemnified Party to the extent arising from the breach by the Indemnifying Party of any of its obligations under this Consortium Agreement.

Each Party acknowledges that monetary damages would not be a sufficient remedy for any breach of this Consortium Agreement by such Party and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will be entitled to equitable remedies, including but not limited to injunctive relief and specific performance for any breach or threatened breach of this Consortium Agreement by the other Party, in addition to any other rights or remedies available to such Party.

## **14. Limitation of Liability**

No Party shall be liable towards the other Party for consequential, indirect, incidental, or special (including multiple or punitive) damages of any kind, including, but not limited to, lost orders, sales or profits.

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## 15. Assignment

Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Consortium Agreement without obtaining prior written consent from the other party.

## 16. Severable Terms

The provisions of this Consortium Agreement are severable. If any provision is determined by a court of competent jurisdiction to be in valid, void or unenforceable under the existing law, that provision shall be modified to the extent necessary to make it enforceable. The remaining provisions of this Consortium Agreement or validity of this Consortium Agreement shall not be affected or impaired thereby.

## 17. Waiver and Amendment

No provision of this Consortium Agreement shall be modified or waived, except by a writing signed by an authorized person from each party in presence of two witnesses .Any failure or delay in asserting any provision or breach does not waive that or any other provision or breach. A waiver does not act as a waiver of any provision or breach on any other occasion.

## Entire Agreement

This Consortium Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations, arrangements and understanding.

## Counterparts

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For \_\_\_\_  
Witnesses:

- 1.
- 2.

For \_\_\_\_  
1.

- 2.

This Agreement shall be executed in two counterparts that together shall constitute one and the same instrument. Each Party shall retain one counterpart.