

WEBEL TECHNOLOGY LIMITED

**Expression of Interest for Selection of
Partners for Operation and Management of
Course-Based / Online Skill Development
Academy and / or Government sponsored
Training Projects (In Person / Online)**

**Webel Technology Ltd.
Block-BP, Plot-5, Sector-V
Salt Lake City, Kolkata – 700 091**

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING EXPRESSION OF INTEREST

Online Expression of Interest documents are invited for Selection of Partners for Operation and Management of Course-Based / Online Skill Development Academy and / or Government sponsored Training Projects (In Person / Online).

1.	E O I No. & Date	WTL/EOI/TRN/21-22/002 dated 25.10.2021
2.	Brief description of Job	Selection of Partners for Operation and Management of Course-Based / Online Skill Development Academy and / or Government sponsored Training Projects (In Person / Online).
3.	E O I Fee	Rs.10000.00 (Rupees Ten thousand only). The amount to be transferred electronically as per the details given in Clause – 2, Section - E.
4.	Date of Downloading	25.10.2021
5.	Pre-Bid Meeting date & time	01.11.2021 at 11.30 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - I) reaching WTL by 29.10.2021 at 15.00 Hrs. will be taken for decision. Interest bidders are requested to send mail to purchase@wtl.co.in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.• Only queries as per format (Section - I) reaching WTL by 29.10.2021 at 15.00 Hrs. will be taken for decision.• Queries will be sent to Manager (Purchase) (purchase@wtl.co.in).
6.	Bid Submission Start date & time	08.11.2021 at 13.00 Hrs.
6.	Last date & time of EOI Fee submission	12.11.2021 at 11.00 Hrs.
7.	Last date & time of Bid Submission	12.11.2021 at 12.00 Hrs.
8.	Date & time of Technical Bid Opening	15.11.2021 at 12.00 Hrs.
9.	WTL Office Address	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
10.	WTL Contact Person	033-23673403-06

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CONTENTS OF THE TENDER DOCUMENT

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SECTION – A

INTRODUCTION & OBJECTIVE OF THE PROJECT

As a part of its ongoing initiatives to educate & train the students / job aspirants/ youth with professional skills and problem solving skills, Webel Technology Limited, (WTL) (A Government of West Bengal Undertaking) took a pioneering role in capacity building & has identified 'Industry Oriented Training Programs' as a major thrust area for economic development and employment generation. The critical success factor for a continuous growth is availability of qualified manpower. Keeping this in mind, WTL has decided to extend 'WTL Education' to have joint initiative programs with companies/ partnership firms/ JV's having expertise in the field of education and skills training in IT/ ITeS/ Electronics/ Education& related fields.

The overall operations would be commissioned and executed initially for a period of one year. In this year, the regular up-gradation of Physical & Technical Infrastructure including computer Hardware/Software/ Cloud / Learning Management System Platform should be undertaken by the Education Partner.

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SECTION – B

SCOPE OF WORK

The Joint-initiative ‘Training & Education Partner’ will be responsible for Marketing, Business Generation & Delivery of Training Services including but not limited to Centre-based / Online Training delivery and/or Marketing, Business Generation & Training for Government Sponsored Training (including the scope of participation in Tenders for Sponsored and other Training Projects), Corporate Sectors, Institutions (Universities/Colleges).

Reputed Organizations (companies, Partnership Firms, JV’s) having sufficient and local experience and credentials for successful operation & management of training courses on IT, ITeS, Education, Electronics and/ or conducting Government/ Institution sponsored Training Projects/Education/Diploma/Post graduate diploma courses may be considered as Education Partner.

In this model, the Successful bidder (The Education Partner) will do marketing, bring business and provide physical and technical infrastructure as required necessary for running the approved courses as well as content, manpower and is responsible for training delivery. The successful bidder will also have to play a crucial role in enrolling students for these courses.

The Education Partner will have to make the course operational within 90 days from the date of issuance of the Letter of Intent (LOI). The Successful Bidder will have to submit the course curriculum to WTL for approval along with lesson plan after the issuance of the LOI.

Key responsibilities of the successful bidder, but not limited to, are as follows:

- The successful bidder will have to bear all costs of operation and management of the training like course material, Marketing & Branding as well as cost towards water, electricity, phone, broadband, etc. The responsibility of security of the whole infrastructure including technical infrastructure lies on the successful bidder, i.e. the Education Partner.
- They have to bear the necessary marketing costs
- They have to bring Business and have to bear all cost required to do so.
- The partner will submit the business Proposal & its marketing plan with details of prospective customers/Government Departments. The Education Partner shall keep visiting all Departments of Government, Education Institutions, Industries, Business Centers & other prospective customers explaining about the Training Programs & submit proposals to those entities.

The services to be provided by The Education Partner (Successful Bidder) will include the following:

- a) The Education Partner shall appoint faculty/ teaching staff with adequate knowledge in imparting teaching and training to students.
- b) The Education Partner has to do marketing and Generate Business.
- c) There may be entry level, intermediate and/or final tests during the training program, wherever required.
- d) There will have to be flexibility on the schedule of the training program depending on the exigencies of the situation.

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- e) The Education Partner shall deliver course material to participants, wherever applicable.
- f) The Education Partner & WTL shall jointly provide Certificates to all successful participants/ students.
- g) The Education Partner shall be responsible for proper completion of the course.
- h) The Education Partner shall provide placement assistance to the successful students as per Industry requirement and WTL has no responsibility towards this wherever applicable.
- i) The Education Partner shall cover all the miscellaneous expenses including Marketing & Branding incurred for imparting training at the Centre.

Recommended Methodology to be adopted by the Successful Bidder/ Education Partner for Test and Evaluation

- The marking of the examination will be based on Course work.
- Course work may consist of Assignment(s) and/or Practical Test(s) / Online Exams as applicable.

Proposed Courses on Emerging Technologies for Centre-based Training / Online Training

(Besides Govt. sponsored/ Institution training programs as per Customer's requirement)

- Python
- Data Science including Big Data Analytics, Digital Marketing, etc.
- 3D Printing
- Machine Learning
- IOT
- Artificial Intelligence
- Drone Technology
- Blockchain
- AR / VR / MR / XR
- Nanotechnology
- ERP

Note: This is an indicative list of courses and bidder can propose other courses as well.

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SECTION – C

ELIGIBILITY CRITERIA

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. Consortium / Joint Venture (JV) of maximum of three companies will be allowed. Declaration to be submitted.
3. The bidder or Prime bidder of the consortium or JV should have their presence in India with own office for last five years. Valid proof should be submitted along with EOI.
4. The bidder / Prime bidder of the consortium / JV members should have valid GST Registration Certificate, Trade License & PAN. Bidder shall have to submit photocopy of the documents.
5. The bidder / Prime bidder of the consortium / JV members having sufficient experience and credentials for successful operation & management of minimum 5 training courses/ programs on IT, ITeS, Education, Electronics for at least from last five years at the end of 31st March 2021. Copy of order & completion certificate to be submitted.
6. The bidder / Prime bidder of the consortium / JV members should have minimum 3 years of working experience in IT/ITeS/Education/Training. Copy of order to be submitted.
7. The bidder / Prime bidder of the consortium / JV members should have total annual turnover of not less than Rs. 60.00 Crore in the last three financial years (considering FY –2017-18, 2018-19, 2019-20). Bidder / Prime bidder of the consortium / JV members shall have to submit Audited Balance Sheet / Audited Accounts / Auditor Certificate in support of their claim.
8. The Bidder / Prime bidder of the consortium / JV members should have positive net worth in last three financial years (FY – 2017-18, 2018-19 & 2019-2020). Auditor Certificate in support of their claim to be submitted.
9. The bidder / Prime bidder of the consortium / JV members shall have any ISO Quality Certificate. Copy of valid Certificate to be submitted.
10. The bidder / Prime bidder of the consortium / JV members shall submit EOI Declaration (Section – K) in letter head duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.

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11. The bidder / Prime bidder of the consortium / JV members shall not have been blacklisted by any State/Central Government or PSU Organization 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. The bidder / Prime bidder of the consortium / JV members shall submit the Power of Attorney of Authorisation for signing the bid in Non-Judicial Stamp Paper.
13. The bidder / Prime bidder of the consortium / JV members must submit EOI Fee of Rs. 10,000.00 (Rupees Ten thousand only) electronically to Webel Technology Limited as per the details given in Clause – 2, Section - E.

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SECTION – D

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of EOI (online) (Publishing Date)	25.10.2021
2	Documents download/sale start date (Online)	25.10.2021
3	Last Date and time of sending the queries (Offline)	29.10.2021 at 15.00 hrs.
4	Pre Bid Meeting at WTL Office (On Line)	01.11.2021 at 11.30 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	08.11.2021 at 13.00 hrs.
7	Last Date & time of submission of EOI Fee & submission of remittance details	12.11.2021 at 11.00 hrs.
8	Bid Submission closing date & time (On line)	12.11.2021 at 12.00 hrs.
9	Bid opening date & time for Technical Proposals (On line)	15.11.2021 at 12.00 hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-

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SECTION – E

INSTRUCTION TO BIDDER

1. PRE BID MEETING

Pre Bid Meeting will be held on 01.11.2021 at 11.30 hrs. (On-Line Meeting). Bidder can send their queries to Manager (Purchase) (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

2. E O I FEE

The bidder shall furnish EOI Fee of Rs. 10000.00 (Rupees Ten thousand only) by transferring the amount electronically to the undernoted Bank Account.

ACCOUNT NAME: WEBEL TECHNOLOGY LIMITED

BANK NAME: ICICI BANK

CURRENT A/C NO.: 022905000687

IFS CODE: ICIC0000229

The bidder has to intimate the details of Remittance such as EOI No. / EOI Date / EOI Fee Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Mr. Arunava Saha – (purchase@wtl.co.in) prior to the opening of the bid.

The bidder shall also furnish the details of EOI Fee in the bid document. In absence of payment details prior to Bid Opening, then the bid will be considered as invalid bid. Any bid not accompanied with the EOI Fee shall be rejected.

3. INTERPRETATION OF DOCUMENTS

If any Bidder 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.

4. LANGUAGE OF BID & CORRESPONDENCE

The documents must be prepared by the Bidder 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 Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

5. TERMS OF PAYMENT

Mode of billing and payment for the courses conducted by the bidder shall be on back to back basis as decided by WTL. WTL is only an intermediate agency which provides its services to bidders as well as to the end client. As such WTL is not liable for the payment of bill amount or interest in the event of payment being delayed/denied by the end client. The end client is liable for the payment of bill amount and/or interest in the event of payment being delayed by the end client. WTL shall not at all be liable and responsible for the delay in making payment by the end client and cannot be impleaded as a party in case of any dispute or suit before any authority or the Court.

6. GOVERNING LAWS

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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. The Contractor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law.

7. CORRUPT OR FRAUDULENT PRACTICES

WTL Committee requires that the bidders 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 bidder 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.

8. 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.

9. 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 bidder. 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 bidders and the WTL Committee reserves the right for such waivers.

10. PERFORMANCE BANK GUARANTEE (PBG)

The successful bidder on selection shall be required to furnish Security deposit in the form of PBG towards the performance and observance of the terms and conditions of this arrangement for an amount of 10% of the order value. That in case of violation of any of the clause/clauses of this offer letter, the WTL shall have the clearmandate to forfeit the security deposit. The Security deposit shall be retained by "WTL" till expiry/termination of this business arrangement. No interest whatsoever shall be paid by the 'WTL' for the Security Deposit.

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 bidder 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 bidder 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.

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- WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- No dispute by the bidders in regard to evaluation will be entertained by WTL and decision taken by the WTL Committee will be final.
- The bidder must be present at the time of opening of the EOI. We are not answerable for any queries of any bidder who remain absent at that time.
- 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.
- Price will be taken from the qualified bidder.
- Bidders quoting lowest rates in the Rate Contract bidding of WTL will be given preference in order placement along with other considerations.
- WTL may appoint one or more bidder on the basis of qualification obtained from the bid on a mutual agreement at lowest price.

12. SEALING, MARKING AND SUBMISSION OF BID

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

Bidders shall submit their bids in two parts each in separate sealed envelope super-scribed with EOI document number, due date, EOI number.

Part – I : **EOI Fee**
Part – II : **Documents as per Section - I**

The envelopes containing Part – I & Part – II shall be enclosed in a large envelop duly sealed and super-scribed with EOI document number, due date, EOI number.

The sealed envelope containing Part – I & Part – II must be delivered to the Purchase Department, Webel Technology Limited, Plot - 5, Block-BP, Sector – V, Salt Lake City, Kolkata - 700 091 through speed post/Courier or personally submit to Purchase (Manager) or his designated personnel on or before the date and time mentioned. No other mode of delivery shall be accepted. WTL will not be responsible for any postal delay.

13. OTHER TERMS & CONDITIONS FOR JOINT VENTURE

1. A member of the JV firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same Tender / Bid.
2. The Tender form shall be procured and submitted only in the of the JV firm and not in the name of any constituent member.
3. The Lead Member of the JV firm shall have at least 51% share of interest in the JV Firm.
4. Once the Tender is submitted the Agreement shall not be modified / altered / rescinded at the behest of any of the Members of the JV firm.
5. In case the renderer fails to comply / observe with the stipulations, the bid will be treated as cancelled.
6. It is necessary that the JV agreement be executed and got registered as per the provision of the Registration Act 1908.
7. The Financial health of the individual Members of the JV firm should be ascertained as per the protocol of WTL.
8. The Power of Attorney to Lead Partner of the JV must be submitted on a non-judicial stamp paper of Rs. 100.00 (One Hundred).

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SECTION – F

EVALUATION PROCEDURE

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - C) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee shall verify the Solution Documents submitted by the bidders.
- After verification of solution document, competent bidders will be selected for Empanelment

2. POST QUALIFICATION

The determination will evaluate the Bidder's / Prime bidder of the consortium / JV members technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's / Prime bidder of the consortium / JV members reference in its bid, site inspection, and any other measures. At the time of post-qualification, Directorate of es may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

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SECTION – G

TECHNICAL CAPABILITY OF BIDDER / PRIME BIDDER OF THE CONSORTIUM / JV MEMBERS

(E O I No. WTL/EOI/TRN/21-22/002)

Sl. No.	Order No.	Order Date	Order Value	Brief description of items and job details	Completed (Yes/NO)	Name of the Customer	Contact details of the Customer

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

- A. Type of Project shall indicate the implementation of services.
- B. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- C. Submit Customer Order Copy details of the order indicating the project value, customer contact details.

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SECTION – H

FINANCIAL CAPABILITY OF BIDDER / PRIME BIDDER OF THE CONSORTIUM **/ JV MEMBERS**

(E O I No. WTL/EOI/TRN/21-22/002)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2017-18	2018-19	2019-20
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

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SECTION – I

DETAILS OF BIDDER / PRIME BIDDER OF THE CONSORTIUM / JV MEMBERS

(E O I No. WTL/EOI/TRN/21-22/002)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	<p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ 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. 	
8	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) 	

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	<ul style="list-style-type: none">▪ Software Development▪ Total Solution provider (Design, Supply, Integration, O&M)▪ IT Company	
14	Number of Offices in district head quarters in West Bengal	
15	Is your organization having ISO Quality Certificates?	
16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

Note: For JV Members, each member should submit this form separately

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SECTION – J

FORMAT FOR PRE-BID MEETING QUERY

(E O I No. WTL/EOI/TRN/21-22/002)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS & PDF Format. There is a cut-off date for receiving of queries before Pre Bid Meeting. Queries received after the cut-off period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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SECTION – I

E O I DECLARATION

(Agencies are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder's Letter Head)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector -
V, Salt Lake City,
Kolkata – 700091.

Sub: Selection of Partners for Operation and Management of Course-Based / Online Skill Development Academy and / or Government sponsored Training Projects (In Person / Online).

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details in the documents of the subject EOI no. WTL/EOI/TRN/21-22/002 dated 25.10.2021 for Selection of Partners for Operation and Management of Course-Based / Online Skill Development Academy and / or Government sponsored Training Projects (In Person / Online).

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said EOI and we will abide by the same as mentioned in the EOI document while participating and executing against the said EOI.

Thanking you, we remain
Yours faithfully

.....

Signature

.....

Name in full

.....

Designation

.....

Company Stamp

Dated, thisday of2021

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SECTION – M

LIST OF DOCUMENTS TO BE SUBMITTED

(E O I No. WTL/EOI/TRN/21-22/002)

Sl. No.	Documents Submitted	Document Submitted	Page No of Submitted Document Serial
1	Documentary evidence 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	Documentary evidence as per Clause – 7 of Eligibility Criteria	Yes/No	
8	Documentary evidence as per Clause – 8 of Eligibility Criteria	Yes/No	
9	Documentary evidence as per Clause – 9 of Eligibility Criteria	Yes/No	
10	Documentary evidence as per Clause – 10 of Eligibility Criteria	Yes/No	
11	Documentary evidence as per Clause – 11 of Eligibility Criteria	Yes/No	
12	Documentary evidence as per Clause – 12 of Eligibility Criteria	Yes/No	
13	Documentary evidence as per Clause – 13 of Eligibility Criteria	Yes/No	
14	Technical Capability format of Bidder / Prime Bidder of the Consortium / JV members as per Section – G	Yes/No	
15	Financial Capability format of Bidder / Prime Bidder of the Consortium / JV members as per Section – H	Yes/No	
16	Details format of Bidder / Prime Bidder of the Consortium / JV members as per Section – I	Yes/No	
17	List of Client of Similar Order format as per Section – K	Yes/No	
18	E O I Declaration format as per Section – M	Yes/No	

WEBEL TECHNOLOGY LIMITED

SECTION – N

PROFORMA OF JOINT VENTURE / CONSORTIUM AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

AMONGST /BETWEEN

Represented by Shri.....(Name and Designation) of M/s..... who has power of Attorney to enter into Joint Venture/Consortium withand

Sign all documents/agreements on behalf of M/S (hereinafter referred to as “ ”)

AND

Represented by Shri (Name and Designation) of M/S Who has power of Attorney to enter into Joint Venture/Consortium with And

Sign all documents/agreements on behalf of M/S (hereinafter referred to as “ ”)

The expressions M/sand M/sshall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Consortium/Parties" and individually as "Joint Venture /Consortium Partner/Party".

WHEREAS M/s.....and M/sagreed to form a Joint Venture /Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the "Project" under Webel Technology Limited , A Govt of West Bengal Undertaking (hereinafter referred to as " Client ").

The Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to as "Joint Venture /Consortium Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

WHEREAS; Webel Technology limited (hereinafter called referred to as “Client’”) has invited bids for (to insert the details of the assignment.....)

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5.5 NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

- 1) The following documents shall be deemed to form and be read and construed as an integral part of this Agreement:
 - (i) Notice for the bid ,
 - (ii) Tender document
 - (iii) Any addendum/ corrigendum issued by the Client
 - (iv) The Tender submitted by the Lead Partner

2) FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture /Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture /Consortium shall be " "(hereinafter called the "Joint Venture /Consortium"
- b) The Head Office of the Joint Venture /Consortium shall be located at and the site office will be located at the site of the Project. All communication regarding the project will be made to
- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or other wise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.
- d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

- 1) The Joint Venture /Consortium fails to obtain qualification from the Employer.
- ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.
- iii) The Employer cancels the Project
- iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party
- v) Both parties agree to terminate this Agreement in writing.
- vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

2) LEAD PARTNER.

M/s..... shall be the Lead Partner of the Joint Venture /Consortium and is responsible for performing a key function in contract management. M/s shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture /Consortium and also all the partners of the Joint Venture /Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed .All Joint Venture /Consortium partners M/s &

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M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture /Consortium.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE /CONSORTIUM.

Each constituent party of the Joint Venture /Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

JV / CONSORTIUM Partner	Name	Position in the respective Company
-------------------------	------	------------------------------------

M/s,.....% (per cent)

M/s,..... % (per cent)

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture /Consortium shall be as follows:

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture / Consortium shall be liable to the Client jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms of This JV Agreement .

6) WORKING CAPITAL

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

7) BID SECURITY & GUARANTEES:

Till the award of the work by the Client the Lead Partner shall furnish Earnest Money and all Bid Security, Performance Security and other securities shall be paid by the Joint Venture /Consortium to the Client except as otherwise agreed, and the same shall be legally binding on all the partners of the Joint Venture .

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8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture /Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE /CONSORTIUM.

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture/Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between / amongst Joint Venture /Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture /Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture /Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture /Consortium shall be discharged through the said Joint Venture /Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture / Consortium shall be through that account alone.

The Joint Venture / Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

11) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

13. INDEMNITY

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Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liability sustained by the Joint Venture

14. DOCUMENTS & CONFIDENTIALITY

Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

14 EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party here to that this undertaking shall also apply to its subsidiaries and companies under its direct or in direct control.

15 MISCELLANEOUS:

- a. Neither party of the Joint Venture / Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture / Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.
- b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

16 APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India subject to the provisions of the Arbitration Act . All disputes shall lie with in Jurisdiction of the Court at Kolkata , West Bengal

17 This Agreement is drawn in 3 Number of copies with equal legal strength and status . One copy is held by M/s. and the other copy by M/s..... and a copy of the same submitted with the proposal.

18 NOTICES

All notices shall be given in writing by registered mail or reputed courier to the office address of the Partners as below

WEBEL TECHNOLOGY LIMITED

Lead Partner

Other Partner

.....

.....

.....

.....

(Name & Address)

(Name & Address)

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

Signature: _____

Signature: _____

M/s.

M//s.

(Seal)

(Seal)

Witness:

1. (Name & Address)

2. (Name & Address)