

WEBEL TECHNOLOGY LIMITED

Notice Inviting Expression of Interest

| | | |
|-----|--|--|
| 1. | EOI No. & Date | WTL/EOI/Lab Equipment /25-26/002 Dated 30/04/2025 (Second Call) |
| 2. | Brief description of Job | Supply and Delivery of Science and Maths Laboratory Equipments With Online tracking and Delivery Management System for 79 Madrasahs under Directorate of Madrasah Education, Government of West Bengal |
| 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 | 07.05.2025 at 14.00 Hrs |
| 5. | Date & time of Bid Opening | 07.05.2025 at 14.30 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. | |

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Section – A

Expression of Interest for Implementation of Supply and Delivery of Science and Maths Laboratory Equipments With Online tracking and Delivery Management System for 79 Madrasahs under Directorate of Madrasah Education, Government of West Bengal

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, Chhattisgarh, etc.

Work Details

WTL is searching for interested agencies for Supply and Delivery of Science and Maths Laboratory Equipments With Online tracking and Delivery Management System for 79 Madrasahs under Directorate of Madrasah Education, Government of West Bengal.

Supply and Delivery of Science and Maths Laboratory Equipments With Online tracking and Delivery Management System for 79 Madrasahs under Directorate of Madrasah Education, Government of West Bengal which will include:

1. Science Lab Equipments: Providing Physics, Chemistry, Biology, Nutrition, Maths(6th, 7th, 8th) and Geography Equipments for Higher Education Madrasah's as per West Bengal Board of secondary/Higher education Syllabus or West Bengal board of Madrasah Education (9th, 10th, 11th, 12th)
2. Online Delivery Management System: Software consists of Arithmetic Logical unit, a two-way communications link between the tracker and the Madrasah user and a web based tracking software for tracking, monitoring and control.

Objectives:

- To Develop scientific temperament and strengthens curricular concept.
- To Nurture creativity and innovation.
- To Develop logical and analytical thinking.
- To improve observational skills.
- To build confidence and motivation.
- Provide joyful and meaningful learning experience.

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Section - B

Eligibility Criteria

Bidder/Prime Bidder and Consortium partner is required to meet the following criteria to get qualified and submit documentary proof along with their offer:

1. The agency must be a company registered under the Companies Act, 1956/2013 or a Partnership or a Proprietary Firm. Documentary (Certificate of incorporation/ Partnership Deed) evidence to be submitted.
2. The Bidder / Prime Bidder must have an own office at Kolkata with valid statutory registration. Valid statutory registration document to be submitted within one month or to submit an undertaking to open an office in Kolkata within 30(thirty) days of receiving order.
3. The agency must have valid GST Registration Certificate, PAN. Documentary evidence to be submitted. Attach certificates of Bidder and both Prime Bidder and Consortium Partner for Consortium.
4. Consortium is allowed (Between Maximum of 2 companies). Only in case of Consortium, the Prime bidder needs to submit consortium agreement signed by both parties in EOI format Section H.
5. Experience in providing Math/Science Lab Equipments to any state/central/private board/ university/Institutes/Group of Institutes or Government department with minimum single order value of 50 lakhs or multiple orders totaling 1 crore over the last 3 financial years (2021-2022, 2022-2023, and 2023-2024). Enclose Purchase orders or Completion Certificates.
6. Experience in software development/ERP in any state/central government education board/ university/ Govt. department over the last 5 financial years (2020-21, 2021-2022, 2022-2023, 2023-2024, 2024-25). Enclose Purchase orders or Completion Certificates.
7. Average Annual turnover of Rs 4 crore for the past three financial years (2021-2022, 2022-2023, 2023-2024) for single bidder.
 - In case of Consortium, the average annual turnover for Lab Equipment providing agency is Rs.3 Crore over the past three financial years (2021-2022, 2022-2023, 2023-2024) and for Online software providing agency the average annual turnover is Rs.1 Crore in the past three financial years (2021-2022, 2022-2023, 2023-2024).
 - Submit audited balance sheet or CA certificate as well as ITR for past 3 years.
8. The Bidder / Prime Bidder or the Consortium partner must be OEM in their respective field of Science Lab/Maths Lab. Attach relevant work orders or completion certificates and MSME certificates.
9. A valid ISO 9000 certificate must be submitted by the Bidder/Prime Bidder and consortium partner. A valid ISO 27001 certificate must be submitted by the Bidder/Prime Bidder or the consortium partner
10. The agency must have existence for at least 5 years as on 31st March 2025. Attach certificates of both agency if in case of Consortium.
11. The agency must not have been blacklisted by any State/Central Government or PSU Organisation 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 agency's letter head to be submitted.

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Section - C

List of Documents to be Submitted

| Sl. No. | Documents Submitted | Document Submitted | Page No of Submitted Document Serial |
|----------------|--|---------------------------|---|
| 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 – 7 of Eligibility Criteria | Yes/No | |
| 7 | Documentary evidence as per Clause – 8 of Relevant Document | Yes/No | |
| 8 | Documentary evidence as per Clause – 9 of Eligibility Criteria | Yes/No | |
| 9 | Documentary evidence as per Clause – 10 of Eligibility Criteria | Yes/No | |
| 10 | Declaration on letter head as per Clause - 11 of eligibility Criteria | Yes/No | |
| 12 | Financial Capability format as per Section – E | Yes/No | |
| 13 | Agency's Details format as per Section – F | Yes/No | |
| 14 | Covering Letter format as per Section – G | Yes/No | |
| 15 | Consortium Agreement as applicable as per Section – H | Yes/No | |
| 16 | Copy of EOI duly stamped and signed | Yes/No | |

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Section – D **Instructions to Agency**

1. Agency Disqualification

- Consortium with more than 2 partners is not allowed, in this case the prime bidder needs to submit consortium agreement in EOI format.
- 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

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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.

7. Erasures or Alternations

The offers with overwriting and erasures may make the EOI liable for rejection if each of such overwriting/erasures/ manuscripts is not only signed by the authorised 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 (**Supply and Delivery of Science and Maths Laboratory Equipments With Online tracking and Delivery Management System for 79 Madrasahs under Directorate of Madrasah Education, Government of West Bengal**).

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 (**Supply and Delivery of Science and Maths Laboratory Equipments With Online tracking and Delivery Management System for 79 Madrasahs under Directorate of Madrasah Education, Government of West Bengal**).

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 14.00 hrs. on 07/05/2025 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 to give a demonstration of the entire project before the competent authority. The time and date will be informed to the qualified bidders through email/phone.
- Agencies, which will be selected by the competent authority, will be given a complete list of equipments and will be called for financial offer.
- Final Decision will be made by the competent authority.

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. In case of Consortium, workorder will be issued to the Prime Bidder.

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

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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.
- 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.
- A bidder/consortium bidders having proprietary product, will be given preference. Attach documentary evidence/ affidavit in Rs 100 stamp paper.
- Updating and customization of Online tracking and delivery system will be done in accordance to the department. No additional cost will be paid. NOC from Bidder or Prime Bidder has to be submitted.
- As a guarantee for timely delivery for the Bill of Material, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank.

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Section – E

Format for Financial Capability

(EOI No. WTL/EOI/Lab Equipment/25-26/002 dated 30/04/2025 – Second Call)

FINANCIAL INFORMATION

| Sl. No. | Name of the Agency/ Consortium Partner | Turnover (Rs/Lakh) | | |
|---------|---|--------------------|---------|---------|
| | | 2021-22 | 2022-23 | 2023-24 |
| 1 | | | | |
| 2 | | | | |

Prime Bidder Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Consortium Partner 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 (Prime Bidder)

(EOINo. WTL/EOI/Lab Equipment/25-26/002 dated 30/04/2025 – Second Call)

| | | |
|---|--|--|
| 1 | Name of the Firm | |
| 2 | Correspondence / Contact address | |
| | Name & Designation of Contact person | |
| | Address | |
| | Contact Number | |
| | PAN | |
| | Fax Number | |
| | E-mail Address | |
| 3 | Office at Kolkata | |
| | 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">▪ 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. | |
| 6 | Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate. | |
| 8 | How many years has your organization been in business under your present name? What were your fields when you established your organization | |

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Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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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: Supply and Delivery of Science and Maths Laboratory Equipments with Online tracking and Delivery Management System for 79 Madrasah under Directorate of Madrasah Education, Government of West Bengal

Dear Sir,

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/Lab Equipment/25-26/002 dated 30/04/2025 (Second Call) 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, thisday of..... 2025

Signature

..... Name

in full

.....

Designation

.....

Company Stamp

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SECTION - H

CONSORTIUM AGREEMENT FORMAT

(TO be given on Rs.100 stamp paper)

This Consortium Agreement ("Agreement") is executed on this day of _____, 2025 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/Lab Equipment/25-26/002 dated 30/04/2025 – Second Call (Hereinafter "EOI") for Supply and Delivery of Science and Math Laboratory Equipments with Online tracking and Delivery Management System for 79 Madrasah under Directorate of Madrasah Education, Government of West Bengal.

AND WHEREAS, the EOI stipulates that the Lead Member may enter into a Consortium Agreement with another Company / Corporate entity to fulfill 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

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technical knowledge required for the EOI to the Lead Member. Furthermore, Lead member and Consortium Partner shall enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with each other definitive 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 fulfill 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

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into between both the parties as per this agreement.

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 Indemnities Party") from any and all direct costs, losses, liabilities or expenses (including reasonable attorneys' fees) incurred by the Indemnities 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.

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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.

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 authorised 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.