



West Bengal Joint Entrance Examination Board

RUPANNA DB-118, Sector-1, Salt Lake City, Kolkata-700064

Website: www.wbjeeb.in

Notice Inviting e-tender No. WBJEE/Admin/NIT/03/2025-26

Date: 13/03/2026

NOTICE INVITING e-TENDER

Reputed and experienced agencies having proven track record in Government Departments, PSUs, Universities, and Academic Bodies are hereby invited to participate in the e-tender process for **Selection of Agencies for Providing Intensive Frisking and Biometric Attendance** during examinations conducted by the **West Bengal Joint Entrance Examinations Board (WBJEEB)**.

The tender shall be submitted online in the prescribed format through the Government of West Bengal e-Procurement Portal: <https://wbtenders.wb.gov.in/>, as per the schedule in bid data sheet.

For further details, please visit <https://wbtenders.wb.gov.in/>

Sd/-

Registrar

West Bengal Joint Entrance Examinations Board



West Bengal Joint Entrance Examination Board

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1. DISCLAIMER

This Request for Proposal (RFP) document is neither an agreement and nor is an offer to the prospective bidders. The purpose of this RFP document is to provide prospective bidders information that may be useful to them in the formulation of their bid for qualification pursuant to this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate or adequate. Each bidder should, therefore, conduct its own analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document.

Information provided in this RFP document to the bidders is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The WBJEEB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The WBJEEB or its employees or representatives make no representation or warranty and shall have no liability to any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document

The WBJEEB also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever, caused arising from reliance of any bidder upon the statements contained in this RFP document.

The WBJEEB may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that the WBJEEB is bound to select and to appoint the Selected Bidder as Service Provider and the WBJEEB reserves the right to reject all or any of the bid without assigning any reason whatsoever.

The bidders shall bear all the costs associated with or relating to the preparation and submission of their bid or any other cost incurred in connection with or relating to its bid. All such costs and expenses will be borne by the bidders and the WBJEEB shall not be liable in any manner, whatsoever, for the same or for any other costs or other expenses incurred by any bidder in preparation and submission of the bid, regardless of the conduct or outcome of the Bidding Process.

2. About West Bengal Joint Entrance Examinations Board (WBJEEB)

The West Bengal Joint Entrance Examinations Board was constituted in 1962 by the Government of West Bengal in exercise of the powers conferred under Article 162 of the Constitution of India vide Notification No. 828-Edn(T) dated 02.03.1962 for the purpose of conducting Joint Entrance Examinations for admission to various institutions in the State of West Bengal.

Subsequently, the Board was accorded statutory status through the enactment of the West Bengal Joint Entrance Examinations Board Act, 2014 (West Bengal Act XIV of 2014).

Under the said Act, the Board is empowered to conduct common, combined and competitive entrance examinations for admission to undergraduate and postgraduate professional, vocational and general degree courses in higher educational institutions

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within the State of West Bengal. The Board is also mandated to conduct centralized counselling and seat allotment processes, including online counselling through a single-window system, as may be notified.

The Board discharges its functions in accordance with the provisions of the Act, rules and notifications issued by the Government of West Bengal from time to time.

3. Introduction

WBJEEB invites e-bids in the prescribed format from qualified, reputed and experienced agencies for empanelment to provide Security Ancillary Services during multiple examinations conducted by WBJEEB.

Bids shall be submitted online through the e-Tender Portal: <https://wbtenders.wb.gov.in/>

The empanelment shall cover provision of the following services:

- A. Impersonation Control through Biometric Authentication
- B. Live CCTV Surveillance Service
- C. Frisking of Candidates through Hand Held Metal Detectors (HHMD)
- D. SIP Enabled Phones at Examination Centres
- E. Tamper Evident Logistical Solutions

All documents submitted must be duly signed by the authorized signatory of the bidder. Only online submissions shall be accepted.

4. Important Schedule and Bidding Details

4.1 Bidding Data Sheet

Tender Reference Number	WBJEE/Admin/NIT/03/2025-26 dated 13/03/2026
RFP Name	Selection of Agencies for Providing Intensive Frisking and Biometric Attendance during examinations conducted by the West Bengal Joint Entrance Examinations Board (WBJEEB) .
Selection Method	Two Bid system (Technical Bid and Financial Bid)
Name of the Tender Inviting Authority	The Registrar WEST BENGAL JOINT ENTRANCE EXAMINATIONS BOARD RUPANNA, DB-118, Sector-1, Salt Lake City, Kolkata-700064
Availability of RFP	RFP can be downloaded from https://wbtenders.gov.in/
Tender Fee and Earnest Money Deposit (EMD)	Tender Fee of INR 1,000/- Earnest Money Deposit of INR 2,00,000/- (Rupees Two Lakhs Only) For detail refer clause 4.2
Date and time of RFP issuance	14/03/2026 11:00
Last date for Pre-bid queries	18/03/2026 15:00
Bid Submission Start	24/03/2026 11:00

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Pre-Bid Meeting (Place, time, and date of the Pre-Bid Meeting)	23/03/2026 15:00
Last Date for Bid Submission	13/04/2026 16:00
Date and Time for Opening of Technical Bids	16/04/2026 14:00
Date & Time of opening of Financial Bids	To be intimated later.
Period Of Contract	The duration of the contract will be 1 year (Extendable up to 2 more years)
Bid Validity	The Bid validity period shall be 365 days from the date of opening of bid.

4.2 Earnest Money Deposit (EMD) / Bid Security

1. The Bidder shall submit, along with their Bids, non-refundable Tender fee of INR1,000/-and EMD of INR 2,00,000/- (Rupees Two Lakh Only) will deposit electronically: online – through the net banking enabled bank account, maintained at any bank.
2. EMD of all unsuccessful Bidders would be refunded. The EMD of successful bidder would be returned upon the submission of the Performance Bank Guarantee.
3. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
4. The bid submitted without EMD shall be summarily rejected.
5. The EMD may be forfeited in the event of:
 - i. A Bidder withdrawing its bid during the period of bid validity
 - ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.

4.3 Technical Bid

The documents required under **Clause 9 (Pre-Qualification/Eligibility Criteria)** and **Clause 10 (Technical Qualification Criteria)** must be duly signed by the authorized signatory of the bidder and submitted through the e-Tendering platform at <https://wbtenders.gov.in/> as part of the technical bid.

The bidders should submit their responses as per the format given in this RFP.

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The following **checklist** outlines the mandatory documents to be uploaded:

1. Proof of Tender Fee and Earnest Money Deposit (EMD)
2. Copy of Power of Attorney/ Board Resolution in the name of the Authorized signatory
3. Particulars of Bidder (as per the format prescribed in the tender document)
4. Certificate of Incorporation.
5. Goods and Services Tax (GST) Registration certificate.
6. Permanent Account Number (PAN) card.
7. Valid Compliance Documents as per Clause 9 (Pre-Qualification/Eligibility Criteria)
8. Documentary Evidence as per Clause 10 (Technical Qualification Criteria)
9. Annexure-I: Letter of Undertaking (as per the tender format on bidder's letterhead).
10. Annexure-II (Declaration/Undertaking on Non-Judicial Stamp Paper of INR 100 as per specified format)
11. Annexure-III: Financial Information (As per the prescribed format and instructions)
12. Annexure-IV: Bid Acceptance Letter (As per the tender format on bidder's letterhead)
13. Annexure-VII: Declaration / Undertaking (As per the tender format on bidder's letterhead)

4.4 Financial Bid

The commercials of the bid should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.

The bidder will submit its rates in BOQ as uploaded on the website <https://wbtenders.gov.in/> as prescribed in Annexure-VIII. Rates should be quoted excluding taxes. Disclosing of quoted rates in any manner in the technical bid will result in rejection of the bid. Quoting the rates apart from the prescribed format in the bid shall lead to disqualification of the bidder organization's participation.

5. Contract Period

The contract shall be for a period of One (01) year, extendable for another two (02) years (i.e., 1+2) on satisfactory performance, from the date of award of work.

NOTE: WBJEEB administration may, at its discretion, extend the date for the submission of bid by amending the Bid documents in which case all rights and obligations of the administration and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended.

6. Clarification of Bidding Document

- WBJEEB shall schedule a Pre-Bid meeting with the prospective bidders as per the timelines mentioned in the Bidding Data Sheet.
- The interested bidders need to ensure that they have submitted their queries as per the date mentioned in the Bidding Data Sheet. Thereafter, no queries will be entertained.
- Queries submitted by bidder should necessarily be emailed to registrar@wbjeeb.in
- Response to the queries and clarification shall be uploaded by the WBJEEB on the

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website <https://wbtenders.gov.in/>

- At any time prior to the last date of receipt of the bids, WBJEEB may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a 'corrigendum'.
- Any such corrigendum shall become part of this RFP.
- In order to provide prospective bidder reasonable time for taking the corrigendum into account while preparing the proposal, WBJEEB may, at its discretion, extend the last date for the submission of the Bid.

7. Detailed Scope of Work

To strengthen examination process, eliminate the possibility of malpractices and maintain fairness, transparency, integrity; the WBJEEB has decided to incorporate the use of advanced technology in the examination process.

A. Impersonation Control through Biometric Authentication (Category-A)

WBJEEB is keen to implement Impersonation Control through Biometric Capturing and Authentication System to make the examination process robust by implementing one of the mechanisms from below such as:

- A.1 *Digital Finger-print verification using Aadhaar data and Facial recognition of candidate by verifying Candidate's identity on real-time basis* **OR**,
 - A.2 *Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis* **OR**,
 - A.3 *Touchless IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis* **OR**,
 - A.4 *Palm-Capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis to monitor various activities of the candidates at the sub-centres spread all over state.*
- i. Examination date and list of examination centres will be provided to the successful Bidder by the WBJEEB at least 2 weeks before the date of commencement of examination.
 - ii. WBJEEB will provide centre-wise data (Roll numbers, Photos, Name, Exam date/shift etc.) of all registered candidates to the Bidder. Bidder will then use this data for IRIS/ Finger-print/Palm capturing and Face recognition device and shall enable respective mechanism and candidate verification during the subsequent stages of the process.
 - iii. Bidder will have to install QR code scanner integrated hand-held device of Touchless IRIS /Fingerprint/Palm & Face recognition, along with manpower at each & every Examination centre at the time of examination.
 - iv. Solution should have provision of real-time attendance monitoring system through secured web server.
 - v. Bidder has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre) and other site as DR (Disaster recovery).
 - vi. QR code / Bar code containing roll number on the Admit card of the candidate should

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- be scanned/read to auto-fetch the candidate details from Application Database (provided by WBJEEB) and incase, QR/Bar code is missing on admit card, then manual entry of roll number with candidate information has to be made. Thereafter, Fingerprint/IRIS/Palm capturing of candidate's and Face recognition by the Hand-held device shall be done at the Security gate before the beginning of examination.
- vii. All activities should be completed before conclusion of examination.
 - viii. For candidates where Aadhar based Fingerprint verification is not possible their biometric registration shall involve capturing the digital photo of all those candidates and scanning their thumb print.
 - ix. The scanning of the fingers shall be done in the following sequence if the thumb print scanning cannot be done: Index finger, middle finger, ring finger, little finger.
 - x. Bidder should deploy de-duplication algorithm across the database to avoid the duplicity of enrollment records.
 - xi. Bidder should deploy IRIS/Palm scanners having functionality of On-Device encryption of data.
 - xii. The facial recognition should be performed in a completely stateless transaction of two images (one image provided during the online registration and the other capture on the day of the exam).
 - xiii. CPU configuration for running facial recognition: SkyLake generation or later.
 - xiv. Image requirements for facial recognition
 - a. GIF, PNG, JPEG, TIFF RGB24 bpp
 - b. Face size: at least 60 pixels between eyes and a sharp image.
 - xv. The Bidder has to perform physical verification of Candidate photo with application database (provided by WBJEEB) at the time of security gate entry.
 - xvi. Biometric activity shall not be stopped on any ground and data capturing /identification work must be completed during the stipulated time period of the examination.
 - xvii. After the completion of activity as per scope, the Bidder will hand-over the entire captured data in HDD in a sealed manner with super scribing Exam Name along with report and forwarding letter duly signed by the Bidder to the WBJEEB, on the day of examination.
 - xviii. The Bidder shall not be allowed to take away any data either in hard copy or soft copy and the work is to be carried out in the designated exam centres.
 - xix. The Bidder must verify identity of the candidates from the captured data taken during the examination at the time of verification process as scheduled by WBJEEB.
 - xx. The Bidder will depute atleast One Hand-held Fingerprint scanner / Touchless IRIS /Palm and Face recognition device per manpower on every 100 candidates during different Examination stages as & when scheduled by WBJEEB. Additional Hand-held devices should be made available as per normal practice in case of emergency.
 - xxi. The Bidder will have to ensure that the all the devices must be functional and has captured Fingerprint / Palm/IRIS & Photographs of each and every candidate who have appeared in the examination at each centre.

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- xxii. If the examination is conducted in two or more shifts in a day at a centre, the activity should be performed separately in all the shifts during the duration of examination.
 - xxiii. After completion of work, the Bidder has to submit self-attested centre-wise work completion certificate to the WBJEEB.
 - xxiv. Solution should not be Laptop/PC based. It should be Hand-held device integrated with STQC approved Hand-held touchless scanner only. Weight of the machine should not be more than 1 kg.

B. FRISKING OF CANDIDATES THROUGH HHMD (Category-B)

- i. To Frisk the Candidates/ staff at the entry point of the examination center by employing trained manpower for male and female candidate along with HHMD by having separate enclosure for women candidates from the start of entry of staff to end of examination.
- ii. No person to be allowed entry without identifications including candidates, staff or flying Squad' inspection.
- iii. The Bidder should have adequate infrastructure for providing services for metal detector and manpower to make available at all the Examination venues.
- iv. The Bidder shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services.
- v. Bidder shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual or corporate.
- vi. The Bidder shall be informed atleast 2 weeks in advance about exam centre venues by the concerned authorities of WBJEEB.
- vii. The Bidder is advised to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center.
- viii. The Bidder will check all admit cards and then only allow entry to candidates.
- ix. Separate frisking for female candidates. Only female staff will frisk the female candidates in enclosures.
- x. The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination centers on the day of examination except (pen & admit card).
- xi. At every examination centre, a minimum of one frisking enclosure shall be established, and one male frisking personnel per 100 male candidates and one female frisking personnel per 100 female candidates, each equipped with a Hand-Held Metal Detector (HHMD), shall be deployed.
- xii. The Bidder has to submit work completion certificate along with the center details to WBJEEB.

8. Instruction to Bidders

8.1 Floating of Bid documents

Bidders are requested to download bid documents related to “E-Tender for

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Empanelment of experienced agency to provide security ancillary services during multiple examinations conducted by West Bengal Joint Entrance Examinations Board (WBJEEB) through the website <https://wbtenders.gov.in/>. The bidders are advised to read the bid documents thoroughly and carefully before submitting the required documents as instructed in the Bid.

8.2 Procedure for Submission of Bid

Bidders shall submit the bid through e-tendering process on <https://wbtenders.gov.in/> on or before the closing date. Technical bid and financial bid should be submitted separately.

Technical bid containing the financial bid information shall be declared non-responsive and shall be rejected.

8.3 Validity of Bids

Period of Validity of Bids: Bids shall remain valid for 365 days from the date of opening of bid. A bid valid for a period less than 365 days shall be summarily rejected.

Extension of Period of Validity: In exceptional circumstances, WBJEEB may request the Bidder(s) for an extension of the period of validity of their Bids. The validity of EMD shall also be suitably extended.

8.4 Refund of EMD

The EMD of the unsuccessful bidders (bidders who fail to qualify in the evaluation process) shall be returned after completion of the bid process. The EMD of the successful bidder shall be returned after contract between WBJEEB and successful bidder.

8.5 Forfeiture of EMD

The EMD shall be forfeited if the bidder withdraws or modifies/alters the bid after opening of the bids and during the validity period or if the bidder tries to influence the evaluation process. The EMD shall also be forfeited if the bidder quotes zero prices.

8.6 Other Terms & Conditions

- a. Consortium and Joint venture bid shall not be allowed and such bids would be liable for rejection.
- b. Hypothetical and conditional Bids will not be entertained and will be rejected summarily.
- c. Subcontracting of entire work to any third-party agency shall not be allowed in any case.
- d. WBJEEB reserves the exclusive right to accept or reject all or any of the Bids without assigning any reason.
- e. WBJEEB will issue separate work order for each examination to be conducted. Work orders will be issued to the service provider according to the actual candidates registering for that particular examination and payment will be made as per the terms and conditions mentioned in the bid documents/contract.
- f. All disputes pertaining to the tender shall fall within the jurisdiction of Kolkata only.

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- g. Bidder has to bid for all the required services as per the Scope of work of this bid. Partial bid will be rejected.
 - h. When a situation arises where a candidate is found to be impersonating someone else or engaging in malpractices during any of the services delivered by the bidder during the respective exam activities as part of their contract, it is imperative that the bidder's representative notifies the Centre In-charge & WBJEEB designated officer of this occurrence. Upon receiving this report, the Centre In-charge / WBJEEB official will be responsible to initiate the necessary procedures to address the issue appropriately. This includes investigating the incident thoroughly and taking the appropriate steps to ensure the integrity of the examination process including reporting to the law enforcement agencies.

8.7 Amendment to the Bid Document

- a. At any time prior to the last date of submission of bids, WBJEEB reserves the right to update/amend/modify or supplement the RFP. All such amendments or modifications shall be notified on the website <https://wbtenders.gov.in/> which shall be binding on the bidders. Bidders are requested to frequently visit the website for updates.
- b. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, WBJEEB may, at its discretion, extend the last date for the submission of Bids.
- c. The clarifications to the queries from all bidders shall be addressed on the website <https://wbtenders.gov.in/> only. Communication in this regard by any other means shall not be summarily entertained.

8.8 Clarification

When deemed necessary, WBJEEB may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

8.9 Bidder Authorized Signatory

- a. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - Constituted Attorney of the company, or
 - Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.
- b. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized signatory executed under seal.
- c. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- d. The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. WBJEEB may reject any bid not supported by adequate proof of the signatory's authority.

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8.10 Arbitration

- i. The jurisdiction of all the challenges arising out of the agreement or to its implementation shall be the High Court in Kolkata.
- ii. The parties undertake to carry out any decision or award of the arbitrator ("Award") without delay. Awards relating to any dispute shall be final and binding on the parties from the date they are made.
- iii. The parties agree that an Award may be enforced against the Service Provider and the WBJEEB, as the case may be, and their respective assets wherever situated.
- iv. Except where the dispute arises from the termination of the Agreement, this Agreement and rights and obligations of the parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

8.11 Tender Evaluation and Selection Process

The tender evaluation process will follow a three-stage procedure, as outlined below:

Stage 1: Pre-Qualification Evaluation

In this stage, all the supporting documents/documentary evidence submitted by bidder in the technical bid, as specified in **clause 4.3 (Technical Bid)** and **clause 9 (Pre-Qualification / Eligibility Criteria)** will be evaluated by the Tender Evaluation Committee constituted by WBJEEB.

Bidders failing to meet any of the pre-qualification criteria will be disqualified and will not proceed to subsequent stages. Only pre-qualified bids will be eligible for the second stage, i.e., technical evaluation.

Stage 2: Technical Evaluation

- a) Bidders who pass the pre-qualification stage will undergo a technical evaluation. The pre-qualified bids will undergo a detailed technical evaluation, based on the criteria specified in Clause 10 (Technical Qualification Criteria).
- b) Each pre-qualified technical bid will be assigned a Technical Score (Tn) out of 100, according to the scoring model provided in Clause 10. The bidder must score at least 70 out of 100 to qualify for the third stage, i.e., the financial evaluation.
- c) Bidders who fail to achieve the minimum required score of 70 will be disqualified and will not proceed to the next stage.

Stage 3: Financial Evaluation

- a) The Financial Bids of only those bidders who have qualified in the Technical Evaluation stage shall be opened.
- b) The selection of the successful bidder will be based on Two Bid system (Technical Bid and Financial Bid).
- c) Bids quoting NIL charges or consideration will be deemed unresponsive and will not be considered for evaluation.
- d) The Financial Quote (Fs) of each technically qualified bidder shall be determined as per the Financial Bid Format prescribed in Annexure VIII.
- e) The technically successfully bidder quoting the lowest Financial Quote (L1) shall be considered.

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- f) Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- g) The technically successful bidder offering the Lowest Price Bid shall be declare as the successful Bidder for award of the project.
- h) **Tie in Price Bid:** In case of Tie in the offered Financial Bid, provision of G.O. no. 2320 -F(Y) dated 07.06.2022 issued by the Finance Department, Govt. of W.B. will be followed.
- i) Proposal Opening: - The submitted proposals will be opened by members of the Tender Committee(s), in the presence of the Bidder's representatives who may be present at the time of opening. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bona fide for attending the opening of the Proposal.
- j) The Tender Committee may call the service provider for presentation or clarification to assess the understanding of the bidder regarding the scope and magnitude of the work. However, whether to call the bidder for further discussion or not is at the sole discretion of the Technical Evaluation Committee constituted for the purpose.
- k) Any conditional bid would be rejected.

8.12 Award of contract

After complete evaluation, Contract will be awarded by WBJEEB to the most responsive Bidder whose Bid passes the evaluation process and whose proposal meets the requirements of this RFP. However, if no such bidder is found, the Board may resort to separate awards.

8.13 Performance Bank Guarantee (PBG)

- a. The Service Provider has to submit 3% of bid value as Performance Bank Guarantee for the due and faithful performance of its obligations during the agreement period valid till one year after the date of completion of agreement.
- b. The Performance Bank Guarantee shall be released by the WBJEEB to the Service Provider, immediately after satisfactory completion of the agreement, with no offense/legal case pending or declaration of result whichever is later.
- c. On receipt of a letter of intent (LOI) from the WBJEEB, the successful Bidders shall give an acceptance to undertake an assignment within 03 (three) days of receipt of LOI. Bidder shall furnish a bank guarantee, within 07 (seven) days from acceptance of contract. That is within 07 (seven) days from acceptance to LOI, the performance security (bank guarantee) has to be furnished AND contract to be signed.
- d. In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent (LOI) without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- e. The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in Annexure VI. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal).

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- f. The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach. After the completion of all contractual obligations, security deposit will be returned to the successful bidder.

8.14 Contract Signing

After submission of PBG in physical form at WBJEEB, Successful Bidder has to sign a separate Contract as per Annexure- VII of this RFP within a period of 07(Seven) days from the date of LoI.

8.15 Period of Contract

The contract shall be initially for a period of one (01) years, from the date of signing of the contract, extendable for another two (02) years (i.e., 1+2 years). The renewal/extension of the contract for another period of two years would be subject to satisfactory performance of Work by the service provider and it would be in the sole discretion of WBJEEB. That the renewal/extension of the contract would be on the same terms and conditions as of the initial contract.

In case the performance of service provider is not found to be satisfactory or not in conformity with the terms and conditions of the Contract, the same shall be terminated even before the expiration of the contract after following due procedure of law.

In the event of termination of contract for reasons mentioned herein above, the PBG shall be absolutely forfeited along with penalty as decided by the WBJEEB.

8.16 Delivery Schedule

WBJEEB shall intimate the service provider to provide particular security ancillary services (one or more than one item) to be provided separately with necessary details. The Service provider will have to mandatorily comply with all the instructions given by WBJEEB from time to time with regard to the security ancillary services being provided in the conduction of examinations. While working under such given instructions the service provider shall be expected to conduct entire process flawlessly.

8.17 Payment Terms

- a. No advance payment shall be made under any circumstances to the successful bidder.
- b. Rate quoted by the bidder shall be inclusive of all incidental cost of Bidder including transportation, handling, and installation.
- c. No extra costs shall be paid by WBJEEB on any additional account to the successful bidder.
- d. The payment shall be in Indian Rupees and shall be paid only as per following terms of payment:
- e. Payment will be made on receipt of work completion certificate, along with Invoice complete in all respects.
 - For Categories A and B as applicable, the payable amount shall be determined on the basis of the number of candidates, as per Admit Cards generated/issued, multiplied by the approved per-candidate per shift rate quoted by the bidder.

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- For Category A: During subsequent/verification stages, minimum applicable billing quantity will be 100 candidates.
- f. The competent authority of WBJEEB shall do a performance monitoring for each examination conducted by WBJEEB. The payment shall be processed after the competent authority satisfactory report. If not satisfied penalty will be imposed by WBJEEB.
- g. The payment shall be made only in the form of legal tender as per the price quoted in the financial bid.
- h. All payments shall be subject to deduction as per legal norms and conditions prevailing at that time such as Income Tax Act, Goods & Services Act. Payments will be made deducting GST, TDS etc. as well as deducting penalties, if any.

8.18 Penalty Term

- a) In case of any candidate being leftover, during Biometric capturing or authentication stage at the time of Examination, Bidder would be penalized by WBJEEB as per below
 - *No payment shall be made for the unattended candidates*
 - *100% amount would be penalized or those candidates (number of unattended candidates × per-candidate per-shift rate).*
- b) In case of bidder's staff not being present at Exam venue for Frisking stage at the time of Examination, Bidder would be penalized by Department as per below
 - *No payment shall be made for the unattended candidates.*
 - *100% amount would be penalized or those candidates (number of unattended candidates × per-candidate per-shift rate).*
 - *If any electronic gazed detected during examination in any examination hall/room from any candidate/examinee, no payment shall be made for the entire respective hall or room of the centre.*

8.19 Proprietary Data

- a. All documents and other information provided by WBJEEB or submitted by the service provider to WBJEEB shall remain or become the property of WBJEEB. Service provider and the Consultant, as the case may be, are to treat all information as strictly confidential. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the service provider to WBJEEB in relation to this project shall be the property of WBJEEB.
- b. All Knowledge/Data which come to their notice as part of engagement shall not be used outside without permission of WBJEEB.
- c. The Correspondence both Physical and Electronic shall be in the name of Registrar, WBJEEB.
- d. Dedicated official Mail ID mentioned in bid shall alone be used for all correspondence associated with the engagement.
- e. The Bidder shall not promote their Company in these correspondences and shall not disclose their identity in any manner.
- f. In case of termination of the contract or a new service provider is engaged by WBJEEB then it would be responsibility of the previous service provider to hand over all data collected by the service provider as directed by WBJEEB.

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8.20 Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest") means bidder had an unfair advantage, including but not limited to (i). Having, or having had access to, confidential information in the preparation of its submission during the RFP process that was not available to other proponents. (ii). Communication with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii). Engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process.

8.21 Termination of Contract

- a. WBJEEB may terminate this contract by giving 30 (thirty) days' advance written notice to the Agency on the ground of breach of any material terms and conditions of the Tender/Agreement. Notwithstanding anything written herein, the WBJEEB shall provide an advance 15 (fifteen) working days' cure period to the Agency to materially cure the deficiency/breach, failing which WBJEEB shall be entitled to terminate the Agreement, without any further notice.
- b. This Agreement may be terminated by the Agency at will, by giving an advance notice of 30 (thirty) days in writing to WBJEEB, without assigning any reason whatsoever.
- c. Even after completion of the Contract period if any court cases arise or are prevalent, the Agency shall provide reasonable assistance and the information required by the WBJEEB (including that about subject matter experts) for presenting it in the court of law and representative of the Agency shall appear in person before Hon'ble Court whenever desired by the court.

9. Pre-Qualification / Eligibility Criteria

Following will be the minimum qualification/eligibility criteria. Each eligible bidder must meet all the specified criteria below. All documents submitted as part of the technical bid must be duly signed by the authorized signatory and bear the company seal. Bids that do not meet the minimum qualification criteria will be rejected and shall not be considered for further evaluation.

Sl. No.	Pre-qualification Criteria	Supporting Compliance document
1.	The bidder shall be a Private Limited or Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI and should be into existence in India for last 5 years as on date of bidding. Consortium / Joint venture bid not allowed. Proprietorship/Partnership firms are not allowed to participate.	Copy of: <ul style="list-style-type: none">• Certificate of Incorporation• GST Registration certificate• PAN card

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2.	The Bidder should have an average annual turnover of a minimum of INR 25 Crores from Examination-based projects during the last three financial years i.e., 2022-23, 2023-24, and 2024-25.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization
3.	Bidder should have a minimum Net Worth of INR 15 crores as on 31 st March 2025.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization
4.	The Service Provider must have a valid ISO 9001 certification and CMMi Level 3 certification (verifiable on the CMMi website: https://cmminstitute.com/pars), both should be issued prior to bid publish date.	Copy of valid certificates must be enclosed.
5.	The bidder must have experience of examination projects with provision of any of the Security Ancillary Services (Biometric or Frisking of candidates) during the last five (05) years as on 31st March 2025, for: <ul style="list-style-type: none">• At least three (03) different Government organizations, executed directly; and;• At least two (02) Government examination projects in India, each involving a minimum of 1,75,000 candidates conducted in a single shift, for provision of any of the above Security Ancillary Services.	Copies of Work Orders/Agreements need to be enclosed.
6.	The bidder should have work experience in examination-based projects with provision of biometric based Impersonation control for more than 1,75,000 candidates in a single examination assignment for any Government department, executed directly, during the last five (05) years as on 31st March 2025	Copies of Work Order need to be enclosed for the provision of biometric based Impersonation control of candidates.
7.	The bidder should have work experience in examination-based projects with provision of Frisking services for more than 1,75,000 candidates in a single examination assignment for any Government department, executed directly, during the last five (05) years as on 31st March 2025	Copies of Work Order need to be enclosed for the provision of Frisking of candidates.
8.	The bidder should never be blacklisted by any Govt. Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization as on day of tender bidding.	Undertaking to be submitted on Notary affidavit of INR 100 as per Annexure II.

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9.	The bidder must have at least 100 full-time employees on its payroll as of the date of submission of the bid.	<ul style="list-style-type: none">• EPF Registration Certificate• Any one EPF challan from the last five (05) months prior to the date of bidding.
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10. TECHNICAL QUALIFICATION CRITERIA

Each eligible bidder should possess all the following technical qualification criteria. The bidder has to submit valid Documentary Evidence for below criteria. Responses not meeting the minimum score/marks will be disqualified and will not be evaluated for financial bid.

Sl No	Technical Evaluation Criteria	Maximum Marks
1	Average Annual Turnover of the bidder from examination-based projects during last 03 Financial Years i.e. FY 2022-23, 2023-24 and 2024-25. Average Turnover \geq INR 50 and up to INR 60 Crores: 5 Marks Average Turnover \geq INR 60 and up to INR 70 Crores: 7 Marks Average Turnover $>$ INR 70 Crores: 10 Marks	10 Marks
2	Net worth of Bidder as on 31 st March 2025, Net worth \geq INR 15 and up to INR 20 Crores: 3 Marks Net worth $>$ INR 20 Crores: 5 Marks	05 Marks
3	The bidder must have experience in examination projects with provision of any of the Security Ancillary Services (Biometric or Frisking of Candidates) during the last five (05) years as on 31 st March 2025, with: Direct Work Order from different Govt. organization ≥ 3 and < 5 : 10 Marks Direct Work Order from different Govt. organization ≥ 5 and < 10 : 15 Marks Direct Work Order from different Govt. organization ≥ 10 : 20 Marks	20 Marks
4	The bidder must have experience in examination projects with provision of biometric based Impersonation control of candidates, for any Government department directly, during the last 5 years as on 31 st March 2025 No. of Candidates in single shift $\geq 1,75,000$ and $< 2,00,000$: 8 Marks No. of Candidates in single shift $\geq 2,00,000$ and $< 2,50,000$: 12 Marks No. of Candidates in single shift $\geq 2,50,000$: 15 Marks	15 Marks
5	The bidder must have experience in examination projects with provision of Frisking of candidates for any Government department directly during last 5 years as on 31 st March 2025 No. of Candidates in single shift $\geq 1,75,000$ and $< 2,00,000$: 8 Marks No. of Candidates in single shift $\geq 2,00,000$ and $< 2,50,000$: 12 Marks	15 Marks

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	No. of Candidates in single shift $\geq 2,50,000$: 15 Marks	
6	The bidder must have experience in examination projects with provision of biometric based Impersonation control of candidates, for any Government department directly, during the last 5 years as on 31st March 2025 No. of Candidates in single exam assignment $\geq 1,75,000$ and $< 2,00,000$: 8 Marks No. of Candidates in single exam assignment $\geq 2,00,000$ and $< 2,50,000$: 12 Marks No. of Candidates in single exam assignment $\geq 2,50,000$: 15 Marks	15 Marks
7	The bidder must have experience in examination projects with provision of Frisking of candidates for any Government department directly during last 5 years as on 31st March 2025 No. of Candidates in single exam assignment $\geq 1,75,000$ and $< 2,00,000$: 8 Marks No. of Candidates in single exam assignment $\geq 2,00,000$ and $< 2,50,000$: 12 Marks No. of Candidates in single exam assignment $\geq 2,50,000$: 15 Marks	15 Marks
8	Number of full-time employees on payroll as on bid submission date (supported by EPF challan): 100–200 employees = 3 marks ≥ 201 employees = 5 marks	05 Marks
Total Marks		100

Note: Minimum 70 Marks are required for opening of financial bid.

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11. Particulars of Bidder

(To be put inside the cover for Technical Bid)

1.	Name and Address of the Bidder	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Date of establishment	
4.	Details of Contact Person Name and Designation Mobile No. Email Id.	
5.	CIN Number	
6.	Total Annual Financial Turnover (Attach photocopies of Audited Balance Sheet and Profit & Loss Account)	FY 2022-23
		FY 2023-24
		FY 2024-25
7.	PAN No	
	GST No.	
8.	Details of Earnest Money Deposit (EMD)	

Signature:

Date:

Name of Bidder:.....

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ANNEXURE-I

Letter of undertaking **(ON THE LETTER HEAD OF THE** **BIDDER)**

To
The Registrar,
West Bengal Joint Entrance Examinations Board
Rupanna, DB-118, Salt Lake,
Sector - I, Kolkata 700064

Sir,

This bears reference to _____ dated __/__/2026. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid document.

We hereby certify that no terms and conditions have been restricted by us in the Financial Bid.

We agree that we shall not prevent WBJEEB from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on //2026 and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Yours faithfully,

Name of the Bidder:
Authorized Signatory:
Seal of the
Organization:
Date

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ANNEXURE-II

SELF-DECLARATION – NON-BLACKLISTING

(On Non-Judicial Stamp Paper of INR 100)

To
The Registrar,
West Bengal Joint Entrance Examinations Board
Rupanna, DB-118, Salt Lake,
Sector - I, Kolkata 700064

Sir,

In response to the Bid dated _____ 2026, I/we hereby declare that presently our Company/Organization _____ never blacklisted by _____ any Govt. Organization/ Board/ Council/ University/Commission and any other Government/ PSU /Government undertaking organization as on day of tender bidding.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD/PBG may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Yours faithfully,
Name of the Bidder:
Authorized
Signatory:
Seal of the
Organization:
Date:

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Annexure-III

FINANCIAL INFORMATION

(To be provided on the bidder's letterhead, accompanied by a certificate from the bidder's Chartered Accountant (CA), certifying the same information with a valid UDIN)

TO WHOM IT MY CONCERN

Below Details are furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years and certified by the Chartered Accountant

S. No.	Details	(1) 2022-23	(2) 2023-24	(3) 2024-25
i)	Gross annual turnover			
ii)	Turnover from Examination related projects			
iii)	Profit/Loss			
iv)	Net Worth			

The organization has a positive net worth as on the 31st March 2024.

Please attach -

- Audited Balance Sheet
- Profit / Loss statement
- CA Certificate

Yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the

Organization:

Date:

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Annexure-IV BID ACCEPTANCE LETTER

Date: _____

To
The Registrar,
West Bengal Joint Entrance Examinations Board
Rupanna, DB-118, Salt Lake,
Sector - I, Kolkata 700064

Sir / Madam,

Subject: Acceptance of Terms &
Conditions of Bid. Bid Reference No: ____
Name of Bid / Work: _____

We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely as per your advertisement, given in the above-mentioned website(s).

We hereby certify that we have read the entire terms and conditions of the bid documents from Page No. to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by WBJEEB has also been taken into consideration, while submitting this acceptance letter.

We hereby unconditionally accept the bid conditions of above-mentioned bid document(s) / corrigendum(s) in its totality / entirety.

We do hereby declare that our organization doesn't stand blacklisted by any Govt. Commission/Public sector undertaking as on day of tender bidding.

We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Commission/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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Annexure-V

Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To
The Registrar,
West Bengal Joint Entrance Examinations Board
Rupanna, DB-118, Salt Lake, Sector - I
Kolkata 700064

1. Against contract vide Advance Acceptance of the Tender No. dated _____ covering _____ (hereinafter called the said "Contract") entered into between West Bengal Joint Entrance Examinations Board (WBJEEB) (hereinafter called "Purchaser") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favour of Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Purchaser against any loss or damage that may be caused to or suffered by Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Purchaser.

2. We _____ Bank (Ltd), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank (Ltd), by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank (Ltd), notwithstanding the fact that the same is enforced within 7 days after the said date, provided that notice of any such claim has been given to us _____ Bank (Ltd), by Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract

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and that we _____ Bank (Ltd), undertake not to revoke this guarantee during its currency without the consent in writing of Purchaser.

3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

4. We _____ Bank (Ltd), further agree that Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we,

_____ Bank (Ltd), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by Purchaser to the said Bidder or for any forbearance and or omission on the part of Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

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Annexure-VI

Contract Agreement for Empanelment of experienced agency to provide Security Ancillary services during multiple examinations conducted by West Bengal Joint Entrance Examinations Board (WBJEEB)

SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is executed on this ___ day of _____, 2026 in ___ and shall take effect from _____, 2026 (“**Effective Date**”), by and between:

_____, having its registered office at _____, (hereinafter referred to as the “**Department**” or “**Authority**” or “**_**”) to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include its successors-in-interest and permitted assigns;

AND

[**Name of the Service Provider**] [CIN - _____] a company registered under the laws of India, , having its registered office at _____ (hereinafter referred to as “**Service Provider**” or “**Company**”) to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include his heirs, executors and administrators.

The expression of the terms “Service Provider’ or ‘Company and Department” or “Authority” or “_” shall hereinafter referred individually referred to as “**Party**” and collectively as “**Parties**”

WHEREAS

_____ is in the business of providing collection of services related to as per *tender no.* _____ *dated* _____, (referred to as “**Tender**”) under which _____ has been declared L1 and will work on certain projects as set forth in individual statements of work (each a “**Project**”) to provide the Services, and ___ desires to be retained by _____, to work on such Project(s).

NOW, THEREFORE, in consideration of the mutual promises and agreement set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

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1. **DEFINITIONS:**

In this agreement, the following terms shall, unless repugnant to the context, have the following meanings:

1.1. **"Agreement"** shall mean this Agreement, all annexure, schedules, attachments, exhibits attached hereto and includes any modifications and revision to such documents from time to time.

1.2. **"Confidential Information"** means and includes any and all information or content shared by the parties relating to the services covered under this Agreement and business of the parties, which is obtained or received directly or indirectly in writing or orally, by the receiving party, from either party or through any other person, pursuant to its functions under this Agreement; and any or all emails, software, data, tables, analysis, statistics, compilations, studies, financials, projections, documents and records relating to the services contemplated under this Agreement and any business of the party provided to the other party or obtained by other party pursuant to or as a result of its functions under this Agreement and includes any material that may be developed or generated from any confidential data, information or matters provided.

1.3. **"Scope of Work"** shall mean and include the "Services/ Supplies / Deliverables" which has been agreed as per Tender no. _____ Dated _____ between the Parties and as set forth in this Agreement. In the event that there is any conflict between the terms of this Agreement and the terms of Scope of Work, the terms contained in this Agreement shall prevail.

1.4. **"Charges" and "Fees"**: shall means the Fees mutually agreed between the Parties and payable by WBJEEB to Service Provider for rendition of Services under this Agreement as per the format of price/Financial Bid defined in the Tender and the same shall form part of this Agreement.

1.5. **"Invoice"**: Detailed Invoice shall be raised by Service Provider for rendition of Services from time to time.

1.6. **"Services/ Supplies/ Deliverables"** shall mean and include all the services to be performed by the Service Provider in accordance with the terms as defined in _ of the TENDER of this Agreement (as the case maybe).

2. **SERVICE / SUPPLIES:**

2.1. _____ shall provide the Services/Supplies items as specified in the TENDER (the **"Services / Supplies."**)

2.2. The award of work shall be on a project-to-project basis wherein one project shall be treated as one examination. The work order shall be issued from time to time accordingly.

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2.3. Parties may mutually agree in writing to add to the scope of the Services / Supplies/ Deliverables on mutually agreed terms from time to time. Any such changes agreed between the parties in the scope of Services / Supplies/ Deliverables shall take effect from the date as agreed between the parties. Such addendum or amendment shall form part of this Agreement after being executed by both the parties.

3. PAYMENT AND PENALTY TERM:

Service Provider shall be entitled to Charges/Fees as per the Tender terms. However, any change or modification in the Charges/Fees shall be revised mutually in writing and shall form part of the Addendum/Agreement, as the case maybe. Furthermore, both the Parties hereby agrees that the duly submitted and accepted financial bid shall be annexed herein this Agreement.

4. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER

- i. WBJEEB shall determine the manner and means by which the Services shall be performed subject to terms of the SOW/Work Order as mutually agreed between the Parties.
- ii. Service Provider agrees to work closely with WBJEEB's representatives in the performance of Services and shall be available to the aforesaid representatives, at all reasonable times, provided intimation (emails permitted) is given to the Service Provider.

5. TERM

This Agreement commences on the Effective Date and shall be valid for a period of 1 (One) years from the Effective Date ("**Term**"). Upon expiry of the Term, both the Parties may mutually extend the period to another 2 (Two) years on satisfactory performance shall remain unchanged.

Upon expiry or termination of the Agreement, the both Parties agree that:

- a) Payment of all outstanding unpaid invoice amounts to the Service Provider by the WBJEEB and
- b) WBJEEB shall cease using the Services with an immediate effect.
- c) All rights and obligations accrued prior to the date of termination/expiry of any Work Order shall survive such expiry or termination.

6. CANCELLATION OR POSTPONEMENT

In the event of cancellation prior to examination or postponement of the examination due to any circumstance or situation or condition whatsoever, the Service Provider shall be entitled to payment in the following manner:

Cancellation or Postponement	Payment to be received by Service Provider
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1 day prior to Date of Exam	The Service Provider will receive 60% of the total work order value.
2 Days prior to date of exam	The Service Provider will receive 40% of the total work order value.
3-5 days prior to date of exam	The Service Provider will receive 30% of the total work order value.
More than five days prior to date of Exam	No payment will be made to Service Provider

Furthermore, in the event of cancellation of examination post completion due to compromise of the system or paper compromised or any illegal activities associated with such examination resulting into cancellation of examination, the Service Provider shall be entitled to payment of 100%.

7. FORCE MAJEURE

“**Force Majeure Event(s)**” shall mean and include events and occurrences beyond the control of the affected Party including, but not limited to, acts of God, pandemic, strikes, work stoppage or other labour disturbances, disruptions due to third parties, network interferences, war, or sabotage. Neither Party shall be liable for any performance that is prevented or hindered due to a Force Majeure Event. In the event either Party is constrained from discharging its obligations due to a Force Majeure Event, such Party shall, within 10 (ten) days of occurrence of such an event, provide a written notice (emails permitted) of such Force Majeure Event to the other Party, and the affected Party’s obligations shall stand suspended for the duration of the Force Majeure Event. However, in the event Services are already rendered or are continuing to be rendered, the payment obligation incurred, by the WBJEEB as per the terms of the Agreement shall subsist even during a Force Majeure Event. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving fourteen (14) days written notice to the affected Party.

8. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall be limited to the total value of the work order issued prior to the date of incident. The limitation on any Party’s liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the user terms in respect of Service Provider’s application system. The Service Provider shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of WBJEEB to perform any of its obligations, in such event, Service Provider shall be allowed additional time as may be

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required to perform its obligations,

9. INDEMNITY

_____ shall indemnify and hold harmless, _____ and any of its respective officers, directors or employees against any third-party and the Principal's liabilities, actions, claims (including settlement costs), suits, proceedings (including any proceeding brought before any court, regulatory body, arbitration panel or other tribunal), direct or substantial or consequential damages, judgments or expenses including reasonable attorney's fees and other expenses of litigation (each, a "Claim", collectively the "Claims") that arise out of (i) the performance of the Services (including, without limitation, a claim based upon infringement or misappropriation of third party's intellectual property rights or idea misappropriation) by the _____ and _____ affiliates, (ii) any breach by the _____ and _____ affiliates of its obligations hereunder, or any other provision of this Agreement.

10. NOTICES

Any notice provided for in this Agreement shall be in writing and shall be (i) first transmitted by email, and then confirmed by postage, prepaid registered post with acknowledgement due or by recognized courier service; or (ii) sent by postage, prepaid registered post with acknowledgement due or by recognized courier service, to the relevant party at its address set out below:

In the case of notices to WBJEEB:

Name:

Designation:

Address:

Email:

In the case of notices to the Service Provider:

Name:

Designation:

Address:

Email:

All notices shall be deemed to have been validly given on (i) the day immediately after the date of transmission, if transmitted by email; or (ii) in case sub-clause (i) does not apply, the expiry of 7 (seven) days after posting, if sent by post.

Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement and shall inform the other Party in writing within 07 (seven) days of change.

In case of any dispute regarding the delivery of the notices to the other Party, delivery by emails transmission shall be preferred over the postal transmission.

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11. CONFIDENTIALITY

A. During the continuity of this Agreement, “**Confidential Information**” of disclosing party, means any information or proprietary materials (in every form and media) of disclosing party made available to, disclosed to or otherwise obtained by the receiving party in connection with this Agreement, including, but not limited to, information relating to disclosing party’s financial data, products, services, design documents data, reports, analyses, costs, prices or discount structure, names, business opportunities, technical specifications, documentation, and other materials contained in or related to any of the foregoing.

B. **Use of Confidential Information.** Disclosing Party retains all right, title and interest in, to and under its Confidential Information and grants only the rights expressly permitted under this Agreement. The receiving party agrees not to use any Confidential Information of disclosing party for any purpose except for performing the obligations pursuant to this Agreement. The receiving party shall promptly notify disclosing party in the event of any unauthorized use or disclosure of its Confidential Information. The receiving party: (i) may copy disclosing party’s Confidential Information only as required to perform its obligations hereunder and shall reproduce disclosing party’s proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original; (ii) must return or destroy disclosing party’s Confidential Information when no longer needed, upon request, or at termination or expiration of this Agreement;

(ii) must take the same care it uses to protect, and avoid unauthorized disclosure, release, or use of its own Confidential Information of like importance, but not less than reasonable care; (iv) may disclose disclosing party’s Confidential Information only to those employees, affiliates and independent contractors who have a need to know and use the Confidential Information for purposes permitted or required by this Agreement, provided that the employees, affiliates and independent contractors have agreed in writing, prior to any disclosure of Confidential Information to any such employee, affiliate or independent contractor, to maintain the confidentiality of the information under terms no less stringent than those specified herein and are not competitors of disclosing party; and (v) may use Confidential Information to perform its obligations under this Agreement, and its employees, affiliates and independent contractors with a need to know, are authorized to do the same. In the event of a breach or threatened breach by receiving party, the receiving party agrees that monetary damages may not be an adequate remedy, therefore, disclosing party shall be entitled to injunctive relief in addition to monetary damages as an equitable remedy to restrain the receiving party committing the breach, from any such breach, threatened or actual.

C. **Exclusions from Confidential Information.** Notwithstanding the provisions of clause 11(b), the following will not be considered Confidential Information under this Agreement:

(a) information that is independently developed by the receiving party without use of, reference to or reliance on disclosing party’s Confidential Information; (b) information that is or has become publicly known through no fault or act of the receiving party; (c)

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information that is lawfully known by the public at the time of disclosure and is not subject to restriction; and (d) information that is lawfully obtained, without a duty of confidentiality, from a third party that rightfully makes such disclosure without breach of a duty of confidentiality or other wrongful act by the receiving party. The receiving party may disclose Confidential Information of disclosing party if required to do so by law; provided that the receiving party promptly furnishes disclosing party with written notice of such legally required disclosure and cooperates with disclosing party's reasonable efforts, at its own cost and expense, to obtain a protective order, other appropriate protection of the disclosing party's Confidential Information.

12. INTELLECTUAL PROPERTY

"Intellectual Property" means all intellectual property, whether existing or future including, without limitation, all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, source code, object code, upgrades, updates, name and data associated with software and Services, computer programs, databases, copyrights, licenses, franchises, formulae, designs, including all related rights therein, irrespective of status of registration. Each Party retains all rights in their respective Intellectual Property (ies) and nothing in this Agreement/Work Order/Tender shall be construed as a transfer or assignment of any Intellectual Property from the _____ to the _____.

_____ shall, at all times, retain all rights, interest and title in the Services including but not limited to all and any derivatives, customizations, and improvisations or any part or portion thereof. Both Parties hereby agrees and confirms to take due care, to protect and safeguard the Intellectual Property of each other. Notwithstanding anything contained elsewhere in the Agreement/Tender/Work Order, _____ reserves the right to temporarily suspend Services, which it reasonably believes is/are being used for unauthorized purpose(s), or upon apprehension of Intellectual Property infringement from such access and shall promptly notify the _____ of such suspension. However, before such suspension, _____ shall inform the _____ in writing in advance to enable remedial actions on Customer part.

_____ agree that _____ may upon a prior intimation to _____, use Your logo, brand name, and trademark for the limited purposes of displaying You as a client/recipient of the Services.

13. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

Each Party warrants and represents that:

- a. it has all legal and proprietary rights in their respective Intellectual Property; and has the legal right and authority to execute this Agreement and has completed all corporate actions necessary, to execute this Agreement;
- b. the performance of its obligations under this Agreement is not in violation of any

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Applicable Laws and does not conflict with the obligation(s) under any agreement with any third party;

c. that the Work Order including the Tender and this Agreement, when executed and delivered would constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with the terms prescribed therein.

14. CONCILIATION COMMITTEE

Both the Parties hereby agree and confirm on the constitution of a conciliation committee comprising 4 members wherein both the Parties shall appoint 2 members each as their representative in the committee which shall be headed by the Chairman of the WBJEEB which shall be responsible in arriving at amicable solutions in case of any dispute between the Parties related to any Services or terms and conditions of this Agreement. It is also agreed between the Parties that a dispute shall be said to be raised when the aggrieved Party gives an advance notice in writing of 10 days to the other Party. Upon expiry of 10 days from such notice, the conciliation committee shall be constituted which is obligated to arrive at an amicable solution within 45 days from such reference. In case the conciliation committee fails to come at an amicable solution or decision, then the dispute shall be referred to arbitration as per the terms and conditions of this Agreement.

15. DISPUTE RESOLUTION

In case of any dispute arising between the Parties in relation to any terms and conditions of this Tender or this Agreement, the conciliation committee shall try to resolve the issue as mentioned herein. If the issue does not settle by conciliation committee, in the manner as prescribed, the same may be resolved firstly by arbitration of 5 (Five) members wherein both the Parties shall select 2 (Two) members each, out of which one shall be technical member and the other shall be general member. Upon selection of 2 (Two) members each, the arbitration tribunal shall be headed by (nominated by the Higher Education Department, Govt. of W.B.) _____. The dispute shall be decided through the mechanism of voting and any or all orders shall be reasoned and speaking orders. The seat and venue of such arbitration shall be Kolkata. Secondly, High Court at Kolkata shall have exclusive jurisdiction to entertain any disputes arising out of or in relation to this Tender to the exclusion of all other courts.

16. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed (i) to constitute the Parties as employer and employee, principal and agent or partners; or (ii) to allow either Party to create or assume any obligations, whether express or implied, on behalf of the other Party for any purpose, or to commit the other Party in any way to any third Party.

17. WAIVER

Waiver by any party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the parties hereto and such waiver shall not constitute or be construed as a continuing waiver

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or as a waiver of any other breach of any other provisions of this Agreement.

18. ENTIRE UNDERSTANDING & MODIFICATIONS

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and shall supersede any and all prior correspondence including but not limited to email correspondence, proposal etc. The Agreement can be modified only by an instrument in writing signed by the Parties.

19. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For
The Tendering Authority
Sign:
Name:
Designation:

For
SERVICE PROVIDER
Sign:
Name
:
Designation:

WITNESS:

Witness No. 1
Name:
Address:

Witness No. 2
Name:
Address:

Signature:
Dated:

Signature:
Dated:

To be Enclosed as part of Agreement:

- i) Accepted Financial Bid*
- ii) Exhibit A (if applicable)*

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Annexure-VII

Declaration / Undertaking

(To be provided by Bidder on Company Letter head)

To
The Registrar,
West Bengal Joint Entrance Examinations Board
Rupanna, DB-118, Salt Lake,
Sector - I, Kolkata 700064

Sub: Declaration / Undertaking regarding acceptance of bid terms, absence of conflict of interest, and compliance

We, **M/s.** _____, having our Registered Office at _____, represented by the undersigned Authorized Signatory, in response to your Bid No. _____ dated _____, and having submitted our Technical and Financial Bid for providing Security Ancillary Services for examinations to be conducted by WBJEEB, hereby certify, declare, and undertake as under:

1. That we have carefully read and fully understand the Scope of Work specified in the Bid, and our offer is strictly in accordance with the same.
2. That all the terms and conditions of the Bid/RFP are acceptable to us without any reservations.
3. That we shall maintain data security and confidentiality and shall not divulge any details whatsoever pertaining to the project to any person or entity without the prior written permission of WBJEEB.
4. That we have not been penalized or convicted for concealment of income or wealth during the immediately preceding three (3) years.
5. That we shall not have any Conflict of Interest that affects or is likely to affect the Bidding Process.
6. That we are not a member of any other bidding entity participating in this tender.
7. That none of the relatives of any employee of our organization is employed in West Bengal Joint Entrance Examinations Board(WBJEEB).
8. That whenever WBJEEB requires additional information or clarifications, we will promptly arrange discussions with our professional and technical personnel to verify claims made in our bid documentation. In case of failure to submit such supporting

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documents or evidence, we understand that our bid shall be liable for rejection.

9. That all information, certified copies of documents, undertakings, and certificates submitted along with the Bid are true and correct to the best of our knowledge and belief.

10. That we agree WBJEEB has the right to forfeit the Bid Security and/or Performance Guarantee Deposit and to take any suitable administrative action if any information furnished by us is found to be false or misleading or if we fail to comply with the tender conditions at any stage.

Authorized Signatory:

Name: _____

Designation: _____

Date: _____

Place: _____

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Annexure –VIII

Financial Bid

(To be uploaded in financial bid only)

CATEGORY	SERVICE DESCRIPTION	UOM	Unit Price
A1	Impersonation control through Digital Fingerprint using Aadhar data and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	
A2	Impersonation control through Digital Fingerprint capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	
A3	Impersonation control through Touchless IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	
A4	Impersonation control through Touchless Palm capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis	Per Candidate Per Shift	
B	Frisking with HHMD device as per Scope of Work	Per Candidate Per Shift	

NOTE:

- Price should be quoted as of above and all quoted prices should be Exclusive of GST only. GST will be applicable as per Govt. norms.
- This Rate would remain valid for the entire duration of contract.
- WBJEEB, at its discretion, may choose to avail any or combination of services mentioned in category in various exams.
- WBJEEB is not bound to take all the services mentioned in each or any examination conducted.
- Rate quoted by the Service Provider shall be inclusive of all incidental cost including transportation, handling, and installation etc.

Yours faithfully,

Name of the Bidder:

Authorized

Signatory:

Seal of the

Organization:

Date:

