

Webel Bhavan, Block – EP & GP, Sector V, Bidhannagar, Salt Lake, Kolkata – 700 091

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**INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR
Empanelment of Mobile App Development Organization
EOI NO. : EOT/COM/20-21/00007 DATE 15-06-2020**

General Manager (Commercial) on behalf of West Bengal Electronics Industry Development Corporation Limited invites- Expression of Interest for the above-mentioned purpose.

Brief Description of Work	Tender Fee [Non-Refundable]	Earnest Money Deposit(EMD) [Refundable]	Last Date and Time of Tender Submission (offline)	Date and Time of Opening of Tender (offline)
Development, Installation, and Maintenance of Mobile App	Rs 1,000.00 (Rupees One Thousand only) in the form of a DD Drawn in favour of WBEIDC Limited, payable at Kolkata.	Rs 10,000.00 (Rupees Ten Thousand only) in the form of a DD Drawn in favour of WBEIDC Limited, payable at Kolkata.	30-06-2020 at 12:00 Hrs	30-06-2020 at 15:00 Hrs
BID Opening Venue	WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED, Webel Bhavan, Block - EP & GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091			

For Commercial Queries, Contact:

- 1- Mr. Pratul Show, General Manager (Commercial) Email pratul.show@webel-india.com.
- 2- Mr. Kausik Halder, Assistant Manager (Commercial) Email: halder.kausik@webel-india.com.

For Technical Queries, Contact:

- 1- Mr. Nirmal Ray, Adviser (Technical) Email: nirmal.ray@webel-india.com
- 2- Mr. Sanjib Banerjee, Software Delivery Manager Email: sanjib.banerjee@webel-india.com

1. Objective and Scope of Work

Government of West Bengal is committed to provide citizen services online or in their locality, in faster & transparent way. Different departments and directorates are developing various m-Governance applications to provide citizen services online and at the facility of their smart mobile phones. In this regard, West Bengal Electronics Development Corporation Ltd (WEBEL), invites Expression of Interest from mobile application developers for creating citizen centric mobile applications for different departments, directorates or commissions under GoWB.

1. **Expression of Interest (EOI):**

- 1.1. IT Companies or Agencies interested in developing mobile applications may submit the application in prescribed format in Annexure A on or before 30th June 2020.
- 1.2. The initial validity for this empanelment will be two years and then may be extended.
- 1.3. Validity of empanelment may be extended for a further period of one year depending upon the requirement and administrative convenience of WBEIDC Ltd, however, WBEIDC Ltd. reserves the right to terminate registration of empanelment agency, any time without giving any notice to the empanelled agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or without giving any reason.
- 1.4. Irrespective of the initial/extended period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources would ensure the resources availability until completion of the work in hand which will under no circumstances extend to more than 3 months after the finishing of the empanelment with WBEIDC Ltd.
- 1.5. Application backend database, website for services needs if any, WBEIDC Ltd will arrange to provide server level hardware and Virtual Machines facility through State Data Centre to deploy the solution depending on the end customer's requirements.

1. **Instruction to bidders:-**

Date & Time Schedule:-

Activity / Event Description	Date	Time
Last Query Submission date	19-06-2020	16:00 Hrs
<p>Pre-Bid Meeting To be Pre Bid Meeting will be conducted through Microsoft Teams Web meeting Software Application. On 23-06-2020 at 15:00 Hrs. The link is given below for attending the Pre-Bid meeting:- https://teams.microsoft.com/dl/launcher/launcher.html?url=%2f%23%2f%2fmeetup-join%2f19%3ameeting_ZDA2MGU0YzktNTA4My00OTdmLTg3YWEtYzBiMDdmMTBjYjk1%40thread.v2%2f0%3fcontext%3d%257b%2522Tid%2522%253a%2522c4061aa3-c121-4077-a58f-ef5d38111fc1%2522%252c%2522Oid%2522%253a%25221b1f979c-e371-44ce-aa50-bee68233e677%2522%257d%26anon%3dtrue&type=meetup-join&deeplinkId=d2194d72-ac7b-40bd-a9e6-1e28c030e33b&directDl=true&msLaunch=true&enableMobilePage=true</p>		

Publishing Last Corrigenda (if any)	24-06-2020	16:00 Hrs
Bid submission last date	30-06-2020	12:00 Hrs
Technical Proposal Opening	30-06-2020	15:00 Hrs.
Intimation of Qualified Bidder	To be notified later on	

Bid Documents should contain the following:

- a. Application for Empanelment of Mobile App Developer as mentioned in the Scope of Work Section signed by the authorized person of the bidder in their letter head with all supporting documents.
- b. Necessary EMD (Earnest Money Deposit) (refundable) shall be submitted along with the bid by Demand Draft drawn in favour of “WBEIDC Limited” from any Schedule Bank payable at Kolkata.
- c. Interested Bidders are required to submit their techno-commercial proposal in a sealed envelope as per instructions given below: - The firm shall seal & mark various parts of the proposal as follows: The EOI document in one envelope super-scribed with words: - “Empanelment of Mobile App Development Organization “EOI_NO.: EOT/COM/20-21/00007 DATE 15-06-2020 “& “Do Not Open Before 30-06-2020, at 15:00 Hrs.”.

This envelope will also contain the EMD (if the tender document is downloaded from the website) in separate small envelope inside it. The sealed envelope containing the sealed Technical Bid should be addressed to the General Manager (Commercial), WBEIDC Limited, Block-EP & GP, Sector –V, Salt Lake, Kolkata -700 091, through post / speed post / Courier or dropped personally within the stipulated time in the tender box kept with WBEIDC. No other mode of delivery shall be accepted. WBEIDC Ltd will not be responsible for any postal delay. Late submission of Bid will not be accepted.

2. Registration Process:

- 2.1. Any Agency / IT Company can participate for EOI empanelment.
- 2.2. Interested service providers can submit their filled application in prescribed format as provided in Annexure B, and submit the same in online mode
- 2.3. The last date of submission for EOI is 30th June 2020.
- 2.4. WBEIDC Ltd. reserves the right to reject any incomplete application, without attributing any reason.
- 2.5. All the registration applications will go through the review process as described in Section 4. Based on the review the eligible bidders will be shortlisted.
- 2.6. Top 10 agencies / Individuals will be empanelled from shortlisted entries, based on the selection criteria. (Refer section 4)
- 2.7. WBEIDC Ltd. reserves the right to select less or more vendors in this empanelment

3. Scope of work:

- 3.1 The empanelled entities are required to ideate, design, develop, deploy and maintain mobile applications for WBEIDC Ltd. and its affiliates.
- 3.2 The detailed scope will be subject to change as per the application requirements.
- 3.3 The entities may also be asked to redevelop, enhance, modify or maintain existing mobile apps.
- 3.4 Following is the scope of work that has to be taken by the empanelled entity

No.	Type of Jobs for which Empanelment is sought
1.	Mobile App Development (Requirement Analysis, Design, UI Design, Coding, Unit/System Testing, Defect Closure during UAT/FAT, Deployment)
2.	Supporting Website, Necessary Database at the back end
3.	Application testing and Website testing for WCAG , GIGW, W3C localization Standard compliance; Functionality and Load Testing
4.	Security Audit of the application, back end website where ever required
5.	Technical Document / Content Write-up for application
6.	Implementation of interfacing through APIs from the Mobile App to other Web Service or API-based data exposure from other web applications

The above scope of work (SOW) can be described from the following broad-level major tasks:

- i. Development of mobile applications (on any or all mobile platforms)
- ii. Back-end integration of the mobile APP with department's application through API
- iii. Integration with required platform for various mobile channels
 - 1-SMS PUSH and PULL
 - 2-USSD
 - 3-IVRS
- iv. Train 5-10 users of the department and CDAC (including Process level)
- v. Documentation of Design / Architecture and Users' Manual, Data Model
- vi. Operation & Maintenance of the solution developed for 6 month post Go-Live

The tentative features of the mobile Applications and their technical aspects which shall be a part of the Scope of Work, are as follows:

A. Standard Mobile application Features

Below are some of the high level mobile application features:

- 1. Static pages, which contain only static information to view. Ex: About Us, Terms and Conditions, Privacy Policy etc.
- 2. 1 Page with 1 to 5 input fields, submit and cancel action
- 3. 2 Pages with 1 to 10 input fields, and 4 actions (View, Add, Edit, and Delete)
- 4. Backend data integrations
- 5. Dynamic row additions

6. Dynamic data display
7. Static Menu and Sub Menu display
8. Dynamic Menu and Sub Menu display
9. Simple Search with 2 to 3 input fields
10. Advanced Search with 5+ input fields
11. Pagination or lazy loading
12. Offline data storage
13. Sync data
14. Images display with different resolution sets
15. Zoom in and out
16. Picture Gallery
17. Image capturing and uploading
18. Video upload and video streaming
19. Web view display
20. External web page view
21. GPS tracking and location capturing
22. Location based messaging
23. Localization messaging
24. MAP
25. Coupons
26. SMS Gateway Integrations
27. Payment Gateway Integrations
28. Biometric Integration
29. QR/Barcode Integration

30. OAuth2 Authentication
31. Social Media Integrations like Facebook, Twitter, LinkedIn, Instagram etc.
32. Other 3rd Party API Integrations
33. API Integrations
34. Calculation data transactions
35. PUSH Notifications
36. PULL Notifications
37. Device features utilization like camera, contacts, calendar, call etc.
38. Validation framework
39. Upload/download
40. E-Print
41. GUI development
42. Portrait orientation
43. Landscape orientation
44. Analytics
45. Customizations
46. USSD
47. IVRS

B. Standard Technical Requirements

- The mobile apps need to check for the updates if any and alert the user to download the latest version.
- The developed mobile application should support at least last two to four OS versions
- The mobile applications should work in all networks irrespective of mobile device make and model.
- If required, the mobile apps should access Geo-location information in case the mobile device supports it.
- User should be able to download the correct version of mobile application supported by his/her mobile device.
- Mobile Application structure should be resolution & platform independent

- All icons must be crisp, clean, and distinguishable and should be as per guidelines of respective mobile application platform.
- All buttons and objects must be reactive to touch and work as intended.
- All functions must stay within the mobile platform boundaries.
- The graphics, widgets and colours used in the app should be best in class.
- The design and development of the mobile application should be scalable to handle increasing number of users.
- While developing mobile application, the vendor should give preference to the NATIVE ENVIRONMENT (e.g.: SDK android development Kit, iOS SDK, Windows SDK). In case of HYBRID APPLICATIONS, open source tools need to be used and not to any proprietary tools.
- In mobile application development, the best practice and standard procedures are to be used by the Vendor.
- The design and development on the mobile application should be optimal and give high performance, satisfactory response time even during slow internet connectivity and on different devices.
- The mobile application need to integrate and interoperate with various other external entities, therefore, the app should easily and in a relatively seamless manner integrate with external entities.
- The mobile application should have the ability to manage various services and systems effectively with its minimum to zero impact on other services.
- The mobile application installed in the smart phones should be able to access the device database securely.
- The data communication between downloadable mobile application and various subsystems like payment gateway, SMS gateway, server, any other third party authentication server, and application server should be in encrypted form.
- The mobile APP should have the ability to upgrade services / add new services and mode to access these services effectively in a cost effective manner without affecting other services with a commitment for backward compatibility as per the policy guidelines of that mobile platform.
- The mobile APP should be able to communicate with the payment Gateway API for integrating various bank payment gateways.
- The mobile APP should be able to communicate with the SMS Gateway API for integrating various PUSH and PULL Notification services.
- The mobile APP should be able to communicate with unified channel access to the customer. These channels may be IVR, USSD and App etc.
- The mobile APP should be able to integrate with SMTP (Simple Mail Transfer Protocol) Gateway.
- The mobile APP should have an ability to integrate with third party server for OTP.
- The mobile APP should support user

4. Pre-Qualification Criteria: - Bidders are expected to meet the following prequalification criteria. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents / documentary evidence will not be considered for empanelment

No.	Pre-qualification Criteria	Supporting Requirement
1	Any Agency / IT Company who has published at least one mobile application in last 2 years and has more than 500 downloads (with at least 100 downloads in last 6 months) on any one of the following platforms 1- Android 8.0 or higher (Oreo, Pie or Android 10) 2- iOS12.1.3 or higher	Supporting document required.
2	In case the Agency / IT Company has developed the app for a client, a certificate in this regard can be provided from the client.	Supporting document required.
3	The app should be downloadable from the Google Play store or Windows Marketplace or Apple iTunes store or EOI applicant will provide functional installation file to WBEIDC Ltd., in case it is required	Links to the store for application download or installation file.
4	The entity should not currently have been blacklisted by any Government Agency or under a declaration of ineligibility for fraudulent or corrupt practices or Inefficient / ineffective performance.	A Self-declaration should be submitted for same.
5	The Bidder should be registered under the relevant sections of respective Acts (such as Partnership Act, LLP Act, or Companies Act). The Bidder should attach the following documents along with their Letter: <ul style="list-style-type: none"> • Latest IT return (last 3 Years) • Certificate of Incorporation • GST registration Certificate • Valid PAN and Trade License • Memorandum and Articles of Association 	Attach all relevant documents.

- **No consortium will be allowed.**

Terms & Conditions for Empanelment

The following are the procedures that will be followed in the empanelment process:

1. Intending Bidders to download the tender documents from the Website <https://www.webel.in>
2. The applicant should submit all the necessary documents / proofs / self-declaration as mentioned in the table above to record their participation.
3. After submission of all necessary documents as mentioned, WEBEL will carry out an evaluation process as mentioned below in order to shortlist the eligible applicants.

4. After the evaluation of, the Empaneled members will be informed by WEBEL via a Letter of Empanelment/ Letter of Award
5. Empanelment will be valid for a period of Two (2) years from the date of empanelment. This may be subjected to extension for future period.
6. Empanelled Vendors are allowed only for providing software solution and in no case they will be allowed for supply of hardware under any project.
7. EOI empanelment must be used by WBEIDC Ltd. only for development of mobile governance applications as per scope defined in section 3 and none other than that.
8. This EOI is for Mobile Application solution providers only and not for COTS (Commercial Off-The-Shelf) or GOTS (Government Off-The-Shelf) and product company.
9. The project will be treated as "completed" only if :-
 - 1- UAT / FAT is completed
 - 2- Handover to the WBEIDC is being done and Source code of the project along with detailed documentation and IPR is being transferred to WBEIDC for State Software Repository.
 - 3- In case of customization of existing application, the source code and IPR will only be limited only to the customization done for State Government Mobile App and will need to be handed over to WBEIDC.
 - 4- Outsourcing of the mobile governance applications not allowed.
 - 5- The empanelled agencies must ensure back end software services offered by them are security audited and gets security certification from STQC or any CERT-IN empanelled vendors.
- 10 EOI empanelled companies must sign Non-Disclosure Agreement (NDA) (Annexure B) with WBEIDC Ltd.
- 11 Force Majeure: For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empanelled Agency / Individual shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises the empanelled Agency / Vendor shall promptly notify to the concern department / WBEIDC in writing of such conditions and the cause thereof. Unless otherwise directed by concern department / WBEIDC in writing, the empanelled Agency / Vendor shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.
- 12 WBEIDC Ltd. reserves all rights to empanel more vendors at any time, depending on the requirement.

- 13 The validity period of the D.D shall not be less than 90 days from the Bid due date. The EMD amount shall be returned to the unsuccessful bidders without any interest in the form of account payee cheque only.
- 14 Job will be entrusted to the Successful bidder through tendering process from within the successful empanelled bidders
- 15 Tender committee reserves the right to cancel the EOI process without assigning any reason to any respondent.
- 16 Tender committee reserves the right to ask for any document found deficient or additional as mentioned in this EOI.

Work Allocation Strategy:

- Based on the actual requirement, WBEIDC will publish a Selective Tendering process among the empanelled list of vendors on a Least Cost Selection (LCS) model or Quality & Cost Based Selection (QCBS) model to award the Mobile App Development job.
- Vendors might need to come up with prototype, simulated screen shots or presentation for further elaborating on the idea and details on how they plan to implement the idea in mobile application
- Selected vendor will receive PO (Purchase Order) from WBEIDC Ltd for executing the assigned job of Mobile App Development.

Detailed Responsibilities of the Empanelled Agency:

Following outlines the key responsibilities of the Implementation Agency in the mobile application project.

- The selected vendor will be responsible for the design, development and implementation of mobile apps for latest innovations from all mobile methodologies and platforms.
- The selected vendor will be responsible for mobile application placement in APP stores (Google Play Store, iOS App Store, Windows App store), in co-ordination with WBEIDC Ltd, as per the requirement of the respective department and shall ensure the development of mobile application as per guidelines issued by the APP stores. For example Google Play store for Android.
- The selected vendor will be responsible for all the upgrades, updates, installation of patches and overall maintenance of the Mobile Application during the contract period.
- Selected vendor shall provide resource(s) as required during pre-rollout and post- rollout phases.
- Vendor will have to share the source code for the mobile application(s) with respective Department and with WBEIDC Ltd. for hosting on other APP stores (Google Play store, iTunes etc.) and for future customization, if any.
- Selected vendor need to hand over all the relevant documentations, the Login/Passwords, private keys and their corresponding certificate details of all the platforms to the respective department.

- Integration of Mobile Application with the legacy backend portal application, SMS Gateway, Payment Gateway, etc. The Vendor will have to deploy suitable number of resources for coordination with all stakeholders to get the data and other integration requirements, data cleansing, rationalization, transformation and reconciliation (if any). The integration is expected to be on-line real time or batch whichever appropriate and shall operate in an automated fashion without manual intervention.
- Training of respective department's personnel will be provided by vendor. Hence, the vendor shall ensure a proper hands-on training on each new mobile application to 5-10 users of the respective department and to WBEIDC Ltd. so as to make them well conversant with the functionalities, features and processes built in the mobile app.
- The Selected Vendor is expected to provide operation and maintenance services and support to the Department for minimum 1 year for each integration and mobile application development. The operation and maintenance phase will start from the post Go Live date.
- Project handover and knowledge transfer.

Evaluation Criteria: WBEIDC Ltd. will evaluate the bidders on the criteria as defined below. :

No.	Pre-qualification Criteria	Evaluation	Marks	Maximum Marks
1	Number of applications published	More than 10	10	10
		4 to 10	7	
		1 to 3	5	
2	Highest rating of the top application (Minimum or no rating will be considered as 1)	4 to 5	10	10
		2 to 3.99	7	
		Less than 2	5	
3	Platform Capability - Application published in	Any three Platform	30	30
		Any Two Platform	20	
		Any one Platform	10	
4	No. of App Development Programmers	More than 10	10	10
		5 to 9	7	
		Less than 5	5	
5	Total No. Developers in the company	More than 100	10	10
		50 <= D <= 100	7	
		25 <= D <= 49	4	
		D < 25	1	
6	G2C (Govt. to Citizen) App experience	More than 10 Apps	10	10
		5 to 9 Apps	7	

		Less than 5 Apps	5	
7	No. of customer appreciations for Apps delivered	More than 10	20	20
		5 to 10	17	
		3 to 4	10	
		1 to 2	5	
		0	0	
				Total Marks

Annexure A

Expression of Interest form for Mobile Application Developer, WBEIDC Ltd.

1.			
Agency / Company Name			
Contact Person			
Contact No.			
3. Your Contact Details (You must complete at least line 1 and 2 and the post code)			
Office / Workplace address			
		Post code	
Phone (Landline)		Mobile phone	
4. Total Number of Applications		Top Ratings	Hyperlink
Android			
Windows			
iOS			
5. Application Name (Top 5 Apps Only)		Description	Hyperlink
6. Documents			
Profile of the Agency / individual in maximum 500 words (Attach on different paper sheet)			
Details of the top 5 applications and where it is used (Attach on different paper sheet)			
Details of clients if any (Attach on different paper sheet)			

* Note: EOI applicant may attach separate sheets to elaborate more information in Annexure A.

ANNEXURE B: NON-DISCLOSURE AGREEMENT

This ("Agreement") is made and entered into _____ day of _____ month _____ year (effective date) by and between WBEIDC Ltd and _____ (Agency / Individual). Whereas, WBEIDC Ltd. and Agency / Individual have entered into an Agreement ("Agreement") _____ Effective for _____; and whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION"). NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

1.1 The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document knowhow, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

1.2 The term, "WBEIDC Ltd." shall include the officers, employees, agents, consultants, contractors and representatives of Department.

2. The term, "Agency/Individual" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, freelance developer, students, and research associates.

3. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Agency / Individual affirms that it shall:

3.1 Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

3.2 Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from

Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;

3.3 Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and

3.4 Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

3.5 Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Agency / Individual or the nature of services to be provided by the Agency / Individual to the Department.

Onus. Agencies / Individual shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4 Exceptions. These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

4.1 Which is independently developed by Agency / Individual or lawfully received from another source free of restriction and without breach of this Agreement; or

4.2 After it has become generally available to the public without breach of this Agreement by Agency / Individual; or

4.3 Which at the time of disclosure to Agency / Individual was known to such party free of restriction and evidenced by documentation in such party's possession; or which Department agrees in writing is free of such restrictions.

4.4 Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.

5 Remedies. Agency / Individual acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Agency / Individual would be a breach of this agreement and may cause immediate and irreparable harm to WBEIDC Ltd.; (b) Agency / Individual affirms that damages from such disclosure or use by it may be impossible to measure accurately; and

(c) Injury sustained by WBEIDC Ltd. may be impossible to calculate and remedy fully. Therefore, Agency / Individual acknowledges that in the event of such a breach, WBEIDC Ltd. shall be entitled to specific performance by Agency / Individual of Agency / Individual's obligations contained in this Agreement. In addition Agency / Individual shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover

all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Agency / Individual.

6 Need to Know. Agency / Individual shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7 Intellectual Property Rights Protection. No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8 No Conflict. The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9 Authority. The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10 Dispute Resolution. If any difference or dispute arises between the Department and the Agency / Individual in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Principle Secretary, Department of Information Technology & Electronics, GoWB.

10.1 The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.

10.2 The place of arbitration shall be Mumbai.

10.3 The arbitrator's award shall be substantiated in writing and binding on the parties.

10.4 The proceedings of arbitration shall be conducted in English language.

10.5 The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11 Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Kolkata only.

12 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

13 Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16 Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17 Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18 Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Agency / Individual shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Agency / Individual and Department.

19 Term. Subject to aforesaid section 17, this Agreement shall remain valid up to Years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For WBEIDC Ltd.,

For Agency / IT Vendor

Annexure –C

<<To be printed on Bidder Company's letterhead and signed by Authorized signatory>>

Bid Form

Date:

To

General Manager (Commercial)

West Bengal Electronics Industry Development Corporation. Ltd.

Webel Bhavan, Block-EP&GP

Salt Lake, Sector_V

Salt Lake, Kolkata – 700 091.

Sub: Expression of Interest (EOI) for Empanelment of Mobile App Development Organization

Dear Sir/Madam,

This is in response to your EOI published vide EOI NO [.....] on [.....], inviting expression of interest for Empanelment of Mobile App Development Organization, we hereby submit our expression of interest. We have attached necessary information according to the standard form. The information furnished by us in this expression of interest is correct to the best of our knowledge. We understand that if at a later date it is revealed that any declaration made by us is false/ incorrect, our EOI bid would automatically stand cancelled. Based on these information, we understand you would be able to evaluate our proposals in order to pre-qualify for the above mentioned assignment. We, however, understand that WBEIDC Ltd. reserves the right to decide whether or not to pre-qualify our firm without disclosing the reason whatsoever.

Yours Sincerely,

Signature of the Authorized signatory

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :