

West Bengal Electronics Industry Development Corporation Limited

Webel Bhavan, Block – EP and GP, Sector V, Bidhannagar, Salt Lake, Kolkata – 700 091
Phone: 91-33-2339-2228/226/327/316 • Fax: 91-33-2357-1739/1708 • email: contact@webel-india.com

INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR Empanelment of Internet of Things (IoT) Development Organization

EOI NO. : EOT/COM/20-21/00012 DATE 29-06-2020

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	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 IoT based applications	Rs 10,000.00 (Rupees Ten Thousand only) in the form of a DD Drawn in favour of WBEIDC Limited, payable at Kolkata.	14-07-2020 at 17:00 Hrs	15-07-2020 at 12:00 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, G.M. (Commercial) Email: pratul.show@webel-india.com.
2. Mr. Kausik Halder, Asst. Manager (Commercial) Email: halder.kausik@webel-india.com.

For Technical Queries, Contact:

1. Mr. Nirmal Ray, Advisor(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. There are increasing demands also observed for the need of IoT based applications in various social service applications delivered by Government. In this regard, West Bengal Electronics Development Corporation Ltd (WEBEL), invites Expression of Interest from IoT based application developers for creating citizen centric IoT applications for different departments, directorates or commissions under GoWB.

2. Instruction to bidders:-

Date & Time Schedule:-

Activity / Event Description	Date	Time
Last Query Submission date	06.07.2020	16:00 Hrs
Pre- bid meeting	07.07.2020	12.00 Hrs.
Publishing Last Corrigenda (if any)	09.07.2020	16:00 Hrs
Bid submission last date	14.07.2020	17:00 Hrs
Technical Proposal Opening	15.07.2020	12:00 Hrs
Intimation of Qualified Bidder	To be notified later on	

3. Instruction to bidders:-

Date & Time Schedule:-

Activity / Event Description	Date	Time
Pre-Bid Meeting To be Pre Bid Meeting will be conducted through Microsoft Teams Web meeting Software Application. On 07-07-2020 at 12:00 Hrs. The link is given below for attending the Pre-Bid meeting:-		

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2f%20%23%2f%2fmeetup-join%2f19%3ameeting_MWRIMzc5ODQtNDUyOC00NzFjLWJjMTItMzVkMzA5YjVjYWEw%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=0552031c-188b-4671-aa79-e13bc733aabb&directDI=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Bid Documents should contain the following:

- a. Application for empanelment in any one or more areas for Empanelment of Internet of Things Development Organization 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 Internet of Things Development Organization”. “EOI NO.: EOT/COM/20-21/00012 DATE 29-06-2020 “& “Do Not Open Before 14-07-2020, at 12:00 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.

4. Registration Process

- a. IT Companies or Agencies interested in Development, Installation, and Maintenance of IoT based applications may submit the application in prescribed format in Annexure A on or before _____
- b. initial validity for this empanelment will be two years and then may be extended
- c. 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
- d. 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.

- e. 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

4. Eligibility Criteria

SL NO	Eligibility Criteria	Documents to be submitted
1	The Bidder Must be a registered company registered under Indian Companies Act 1956 licensed to provide services tendered for and should be in existence for a minimum for 03 years as a registered company having their Registered office in West Bengal.	Copy of Certificate of Registration /Incorporation.
2	The Annual sales overall turnover of the Proposer from drones based services in the last 1 (One) financial year, Should be Rs. 50, 00, 00 - (Fifty Lacs Rupees Only) in India. A minimum of 80% of the annual business revenue of the bidder should be generated from IOT business	Bidder should submit their audited financial report in support of the same.
3	The Bidder must have completed/on-going at least one assignment during last one year ending 2019	Attach relevant documents.
4	The Bidder must have a local office in Kolkata, operational for the last 3 years to Render timely local support.	Copy of lease agreement to be submitted or an address proof to be Submitted.
5	Bidder should have valid GSTIN registration number, PAN & Trade License.	Attach relevant documents.
6	The bidder should have positive net- worth in the last three (3) financial years as on 31/03/2019.	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and Certificate from the Chartered Accountant.
7	The bidder should not have defaulted / blacklisted / debarred regarding bad performance / delivery in any State Govt., Central Govt. and PSUs of India at the time of bidding	Self-declaration regarding the same on the bidder's Letter Head.

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 in order to shortlist the eligible applicants
4. The shortlisted applicants will be called to give a technical presentation to the WEBEL Technical Committee
5. The bidder will be evaluated based on the past experience, readiness of the solution which will be decided by WEBEL, which will be considered to be final
6. After the evaluation of the technical presentation, the Empanelled members will be informed by WEBEL via a Letter of Empanelment/ Letter of Award
7. 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.
8. 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.
9. Job will be entrusted to the Successful bidder through tendering process from within the successful empanelled bidders
10. Tender committee reserves the right to cancel the EOI process without assigning any reason to any respondent.
11. Tender committee reserves the right to ask for any document found deficient or additional as mentioned in this EOI.
12. Tender committee reserves the right to assign successful bidder a particular geographical territory or customer

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	No. of App Development Programmers	More than 10	10	10
		5 to 9	7	
		Less than 5	5	
3	Total No. Developers in the company	More than 100	10	10
		50 <= D <= 100	7	
		25 <= D <= 49	4	
		D < 25	1	
4	G2C (Govt. to Citizen) App experience	More than 10 Apps	10	10
		5 to 9 Apps	7	
		Less than 5 Apps	5	
5	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	
Qualifying marks : 20			Total Marks	60

Annexure -A

<<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 Development, Installation, and Maintenance of IoT based applications.

Dear Sir/Madam,

This is in response to your EOI published vide EOI NO [.....] on [.....], inviting expression of interest for Empanelment of Development, Installation, and Maintenance of IoT based applications, 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 :

Annexure B

Expression of Interest form for Development, Installation, and Maintenance of IoT based applications.

1.			
Agency / Company Name			
Contact Person			
Contact No.			
2. 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	
3. Application Name (Top 5 Apps Only) & Details.	Description	Hyperlink	
4. 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 C: 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 under standings 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

