

REQUEST FOR PROPOSAL [RFP]

Goa Electronics Ltd.

[GEL]

**Rate Contract
to Provide Information Technology
related Manpower for Goa Electronics Limited**

Tender No: - GEL/ITMANPOWER/RFP-30

Date: - 20/09/2021

Goa Electronics Limited (GEL)
Government of Goa

Request for Proposal [RFP]

Rate Contract
to provide Information Technology
related Manpower for Goa Electronics Limited

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1. ACRONYMS AND ABBREVIATION

| | |
|-----|-------------------------|
| IT | INFORMATION TECHNOLOGY |
| FY | FINANCIAL YEAR |
| GEL | GOA ELECTRONICS LIMITED |
| GoG | GOVERNMENT OF GOA |
| SLA | SERVICE LEVEL AGREEMENT |
| LOA | LETTER OF ACCEPTANCE |

2. TENDER NOTICE**GOA ELECTRONICS LIMITED (GEL)**

GEL invites RFP in two bid format comprising of Technical and Financial Bids from bidders for “Rate Contract to Provide Information Technology related Manpower for Goa Electronics Limited”. The tender document for this may be downloaded from the websites <https://eprocure.goa.gov.in/> or www.goaelectronics.co.in.

The RFP document containing “Technical bid” and “Financial bid”, complete in all respect should be uploaded on or before 07/10/2021 upto 03:00 pm which will be opened on 08/10/2021 at 04:00 pm in the presence of the bidders or their representatives who may like to be present at that time. The sale of RFP document will commence on the next date of publication of this RFP notice and will close on the date specified on the RFP document. The Technical bids will be evaluated by the Technical Bid Evaluation Committee duly constituted by GEL. Financial bids of the technically qualified bidders shall be opened before the successful bidders and evaluated before awarding of the contract.

Goa Electronics Limited (GEL) reserves the right to reject all or any of the RFP without assigning any reason thereof. The RFP which is conditional/ incomplete/ belated/ without earnest money deposit, tender processing fee & Tender document fee will not be entertained.

Chief Executive Officer & Executive Director
Goa Electronics Limited

3. TENDER SCHEDULETender No:**GEL/ITMANPOWER/RFP-30**Published On: **20/09/2021**

| Sr. No | Events | Date and Time |
|---------------|---|---|
| 1 | Uploading of the Tender Document | 20/09/2021 |
| 2 | Last date of submission of written queries for clarifications | 27/09/2021 |
| 3 | Last date of Online Submission of completed bid document | 07/10/2021 upto 03:00 pm |
| 4 | Opening of Technical Bid | 08/10/2021 at 04:00 pm |
| 5 | Opening of Financial Bid | Will be communicated to the bidder |

| | |
|--|---------------------|
| Earnest Money Deposit: | Rs. 50,000/- |
| Tender Document Fee (Non-refundable): | Rs. 3,000/- |
| Tender Processing Fee (Non-refundable): | Rs. 1,500/- |

Mode of Payment

Bidders participating in e-tendering have to remit the tender processing fees, tender document fee and the Earnest Money Deposit(EMD) through online payment Getaway on portal <https://eprocure.goa.gov.in> to any following modes of payment:

Direct pay by internet banking payment (NEFT/RTGS)

Note: Any payment made through RTGS/NEFT normally takes 24 hours for its reconciliation. Hence applicants are therefore advised to make the payments through NEFT/RTGS atleast two bank working days in advance before due date.

A hard copy of the completed Technical (Financial Bid is not to be submitted in hard copy) Bid documents should be submitted on or before **07/10/2021** upto **03:00 pm** at the following address:

Chief Executive Officer & Executive Director
Goa Electronics Limited,
Ground floor, Shramshakti Bhavan,
EDC Complex, Patto Plaza,
Panjim, Goa – 403001
eMail: revati@goelectronics.co.in

In case of any queries the same may be mailed to:

[jyoti@goelectronics.co.in](mailto: jyoti@goelectronics.co.in)

Mobile No: 9834322458

Ph No: 0832 2437248

4. BACKGROUND AND OBJECTIVE

4.1 Background and Empanelment Process

GEL, a wholly owned subsidiary of EDC Ltd. was started in 1976. GEL was originally involved in the manufacture of TVs, B/W TVs and audio sets. GEL has diversified in the IT sector and is identified as one of the agency for providing IT support to Government departments in the state of Goa. Since then GEL has been providing fee based IT support to various Government Departments.

GEL capabilities include areas like IT-Project Management, Business Analysis, Application Development, Database Administration, System and Network Administration, Hardware Supply and Maintenance. Software Technologies supported by GEL encompasses Web Development, Client Server, Object Oriented Development, Legacy System, Project based development, Conversion and Integration. GEL in Collaboration with other technical companies has also expertise in the field of Digitization of Spatial Data and Smart Cards and GIS based applications.

Since its a large plathora of development services, GEL constantly needs IT Manpower to develop, execute, test, implement & maintain IT services for the government. Also since these projects are in varied sectors / technology / period of execution, GEL Plans to procure manpower from IT companies to assist in development of specific projects for specific technology & period as per the requirements of the project. GEL is this calling RFP for Rate Contract to provide Information Technology related Manpower with an objective to evaluate the bidders meeting the prescribed criteria as outlined in this document.

4.2 Objective

The objective of this document is to Select the Agencies who will provide Information Technology related Manpower as per the minimum rate and meeting prescribed criteria as detailed in this document.

GEL intends to undertake frequent procurement initiatives in IT for different projects. In many cases the subject matter of procurement / project details, its quantity, time and place is not known in advance. To expedite the procurement process, GEL calls in for a Rate Contract to

empanel qualified and eligible IT firms to provide Information Technology related Manpower for one year, from the date of finalization of Rate Contract which may further be extended.

This empanelment is basically designed in order for the IT firms with appropriate expertise and experience to provide man power services to GEL in development, execution, implementation and roll-out of IT projects across Goa.

The successful bidder needs to provide required manpower in one or all categories with the minimum required experience in years as mentioned below:

| Sr No | Category | Minimum Required Experience (in Yrs) | Position |
|-------|---|--------------------------------------|--------------------|
| 1 | .NET | 3 | Position 1 |
| | | 5 | Position 2 |
| 2 | Java | 3 | Position 3 |
| | | 5 | Position 4 |
| 3 | Mobile application | 1 | Position 5 |
| | | 2 | Position 6 |
| 4 | Database Lead / Assistant Database Lead | 3 | Position 7 |
| | | 5 | Position 8 |
| 5 | UI/UX Designer | 2 | Position 9 |
| | | 3 | Position 10 |
| 6 | GIS Developer | 3 | Position 11 |
| | | 5 | Position 12 |

4.3 Definition of “Position”

In the following document, the term “Position” means each Category combined with Minimum Required Experience (in Yrs).

5. Stakeholders

Goa Electronics Limited (GEL)

GEL intends to call in for Rate Contract from IT firms to provide Information Technology related Manpower.

Selected Bidder

The selected bidder shall provide Information Technology related Manpower to GEL.

6. Scope of Work

- i. Towards e-governance initiatives executed, GEL proposes to call in for Rate Contract from IT firms in order to provide IT manpower for design, development, implementation, training and maintenance of IT projects in one or more of the following areas:
 - a. Software Development Projects including web based applications / portals and other similar applications of IT in general.
 - b. Development of mobile App in Android, IOS and any other hybrid technology.
 - c. Card Based Projects (such as Ticketing, Passes, Driving License, Registration Certificates, Ration Cards etc.) including applications of smart cards in public utility / areas.
 - d. Biometric integrated projects, creative designing and technical documentation.
 - e. GIS, GPS software development & maintenance.
 - f. Any other IT/e-governance related projects in any technology domain.
- ii. Steps for Engaging the IT related Manpower from the Empanelled Vendors:
 - ◆ Based on the Project Requirement, GEL will issue a letter seeking list of Eligible Candidates from the vendors empanelled towards a particular “Position”.
 - ◆ The empanelled vendor/ vendors will provide the Resumes of the proposed resources.
 - ◆ On receipt of list of eligible candidates along with Resumes, GEL will shortlist the candidates and intimate the date of interview for the shortlisted candidates.
 - ◆ Based on the interview conducted, list of selected candidates will be intimated to the empanelled vendor.
- iii. The empanelled agencies would be required to provide on case-to-case basis the necessary manpower. The actual requirement will be worked out & will differ from project to project.

- iv. The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalized by GEL as per the project requirement. These resources shall be engaged as per the requirements of the project.
- v. The empanelled agencies shall be a single point of contact with GEL and shall be solely responsible for the IT manpower resource provided.
- vi. The technical manpower being provided by the empanelled agency under various categories will work under the technical supervision of GEL project coordinators.
- vii. The empanelled agency shall provide replacement resource in case of leave / resignation of the resource provided by them during the assigned project period.
- viii. Once the resource is taken on board, GEL will provide extensive training to the said resource on the specific domain & standards of coding followed by GEL. Considering this effort & time in training, it is therefore mandated that if the said resource resigns during the project period:
 - a. Vendor has to ensure a minimum 2 months Notice period.
 - b. Vendor has to ensure replacement joins atleast 30 days before the exit of the existing resource.
 - c. Salary of the replaced resource during this 1 month hand holding period has to be borne by the vendor.
- ix. GEL may or may not allow Work from Home for the resource based on projects requirements and GEL's decision in this matter will be final.

7. Tender Submission, Opening and Evaluation

a. Tender Submission:

- i. The **Technical Bid will comprise of Annexure A, [Technical Bid Format (Eligibility Criteria)]** which need to be strictly uploaded on the e-Tendering website mentioned. Additionally, a hard copy of the Technical Bid documents as mentioned in the Technical Bid Format needs to be submitted to the address of the CEO & ED - Goa Electronics Limited, as mentioned in the tender schedule section. The hard copy of the technical bid shall be placed in a single envelope superscripted as **“Technical Bid towards Tender No. GEL/ITMANPOWER/RFP-30, RFP for Rate Contract to provide Information Technology related Manpower for Goa Electronics Limited”** to be submitted at the O/o Goa Electronics Limited on or before the tender submission date. **Financial Bid to be strictly uploaded on the e-Tendering website only.**
- ii. The **Financial Bid will comprise of Annexure B [Financial Bid Format]** and need to be strictly uploaded on the e-Tendering website mentioned. **HARD COPY OF THE FINANCIAL BID IS NOT TO BE SUBMITTED.**

b. Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender Schedule in the presence of those bidders, who choose to be present against the production of an authorization letter from the Bidding authority. Only 1 representative from each bidder would be allowed to attend the Tender opening.

Technical Bid of only those bidders will be opened who have ensured all required payment as stated in the technical bid format are made online and received by GEL as per the requirement.

c. Technical Bid Evaluation

- i. A Technical Committee will examine the Technical Bids (Eligibility Criteria) given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility Criteria in the first stage of scrutiny may be rejected at that stage itself and further evaluation may not be carried out for such bidders. The eligible Bidders only will be considered for further evaluation.

- ii. For those bidders who have already worked or are working with GEL, their previous performance in GEL would be a mandatory criteria for selection. If any unsatisfactory performances of those bidders are found, their Tenders will be straight away rejected. The unsatisfactory performance is defined as
 - a. Non responsiveness after getting the Purchase order
 - b. Delay in the supply, installation of the ordered items.
 - c. Lack of communication about the delay in deliveries, Installation etc.
 - d. Non adherence to set procedures of operations

d. Financial Bid Opening

- i. Financial bids of only those bidders will be opened who qualify totally all the conditions of Technical Bid (Eligibility Criteria) of the tender.
- ii. The technically qualified Bidders only will be called for Financial Bid opening.

e. Financial Bid Evaluation

- i. On opening of the Financial Bid, all bidders qualifying through the RFP and agreeing to match the L1 rate for a particular "Position" will be empanelled to provide IT related manpower for those positions.
- ii. GEL will not be responsible for any errors committed in the Financial Bid. GEL reserves its right to negotiate with the L1 cost for each "Position" offered by the respective bidder for further reduction in the price. All other bidders will be given an opportunity to match L1 cost for a particular "Position" to get empanelled for the rate contract in that "Position".
- iii. This being an empanelment of all the remaining technically qualified bidders, only those bidders will be considered for empanelment who agree to match the L1 rate for a particular "Position" to provide manpower.
- iv. All the bidders who are selected (who agree to match L1 rate for a particular "Position") after the Financial Bid Evaluation will be called as Successful Bidder(s) or Empanelled Vendors(s) of that particular "Position".
- v. GEL reserves the right to restrict the number of agencies in the empanelment process. If restricted the agencies will be selected in the ascending order of the price quoted towards each "Position".

NOTE BE: A Bidder has to compulsorily quote or agree to match the L1 rate for atleast one position in order to get empanelled. A bidder will be empanelled towards a "Position" or Positions.

f. Suppression of facts and misleading information

- i. During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, GEL shall have the right to reject the Tender and if after selection, the contract will be terminated as the case may be. The rejection/ termination will be without prejudice to the rights of GEL to initiate any other action and without any compensation to the bidder. Also the EMD / Security Deposit, as the case may be shall be forfeited.
- ii. Bidders should note that any figures in the proof documents submitted by the bidders for proving their eligibility are found suppressed or erased, GEL shall have the right to seek correct facts and figures or reject such Tenders.
- iii. It is up to the Bidders to submit full copies of the proof documents to meet out the criteria. Otherwise, GEL at its discretion may or may not consider such documents. The Tender calls for full copies of documents to prove the bidder's experience and capacity to undertake the project.

g. Award of Contract

- a. The contract will be awarded to the empanelled bidders as per the Terms and Conditions of the Tender.
- b. No dispute can be raised by any bidder who's tender has been rejected and no claims will be entertained or paid on this account.

h. GEL reserves the right to:

- i. Negotiate with the bidder whose offer is the lowest evaluated price for further reduction of prices.
- ii. Ask other qualified bidders to match the L1 price for that particular "Position" as this is a rate contract tender.
- iii. GEL reserves its right to withhold any amount for the deficiency in the service.

- iv. If the delivery performance of the IT Manpower provided by L1 bidder is not satisfactory, GEL reserves the right to ask other qualified bidders who are empanelled to provide the manpower required.
- v. GEL reserves the right to reject all or any RFP without assigning any reason thereof. GEL also reserves the right to cancel the RFP process at any time prior to signing the contract and will have no liability for above mentioned actions.
- vi. GEL reserves the right not to accept the lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the Conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of GEL for good and sufficient reasons.
- vii. GEL reserves the right to accept/ not accept the proposed manpower.
- viii. GEL will conduct an interview for each manpower proposed by the empanelled vendor before accepting the manpower. Manpower can be disqualified based on the results of the interview. No dispute or disagreement of any nature in this matter will be entertained.
- ix. Further on, after accepting a particular manpower, GEL can ask for a replacement of the manpower from the empanelled vendors at any point of the contract period for reasons and conditions as decided by GEL.

i. Clarifications by GEL

Wherever deemed necessary, GEL 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 Tender or price quoted. During the course of Technical Bid evaluation, GEL may seek additional information or historical documents for verification to facilitate decision making.

8. Tender Validity

- a. The offer submitted by the bidders should be valid for a minimum period of 1 year from the date of empanelment.
- b. The Successful Bidders should keep the price firm during the period of Contract including the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for

reasons other than Increase in duties/taxes payable to the Government of India within the stipulated delivery period.

- c. In circumstances, GEL solicit the bidders to extend the validity, the bidder should extend Price validity and Bid security validity.

9. Tender Terms and Conditions:

- i. The bidders are required to get registered with <https://eprocure.goa.gov.in/>. The bidder must have valid digital signature to submit the tender.
- ii. Tender documents should be downloaded from website <https://eprocure.goa.gov.in/> as per the dates mentioned in the tender.
- iii. The bidders should use the electronic mode of tendering using the website <https://eprocure.goa.gov.in/> to submit his best possible quote.
- iv. Late submission will not be entertained and will not be permitted by the e-Tendering System.
- v. Last minute submission should be avoided. As such, GEL will not be responsible for any failures in submission of Tender.
- vi. Incomplete or conditional tenders will be summarily rejected.
- vii. The bidder shall bear all costs associated with the preparation and submission of its Proposal and GEL in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.
- viii. In case manpower is not provided as per the requirement other vendors empanelled will be given an opportunity.
- ix. Tender shall be uploaded separately through the e-Tendering System as per the prescribed formats only. Failure to comply with these requirements may result in the tender being rejected.
- x. The RFP fees shall not be refunded even if the RFP is not submitted.
- xi. If the RFP opening day happens to be holiday, the same will be accepted and opened on the next working day.
- xii. The person signing the RFP form (or any other document forming part of the contract) on behalf of the bidder, shall be deemed to warranty that he/she has the authority to sign such documents and if, on inquiry it appears that the person so signing had no authority to do so,

GEL may without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damages.

- xiii. In the event of the bidder engaging in any corrupt or fraudulent practices during the RFP process, by the judgment of GEL will be rejected. For the purpose of this clause:
“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a GEL official in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome. “Fraudulent Practice” means a misrepresentation of facts in order to influence selection process to the detriment of GEL.
- xiv. Any dispute, arising out of this RFP will be dealt under the jurisdiction of Goa Court.
- xv. Any Conditions may be modified as per need and requirement and will be incorporated in the RFP through corrigendum.
- xvi. The bidder should be fully and completely responsible to GEL for all the deliveries and deliverables.
- xvii. The information contained within this RFP is both proprietary and confidential to GEL. Bidder shall not duplicate or distribute this RFP document to any individual or company, unless the said individual or company is directly involved in the completion of Agencies response.
- xviii. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the RFP and no claims whatsoever including those of financial adjustments will be entertained by GEL. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the bidder to appraise themselves.

l) Instructions:

- a. The bidders are expected to examine all instructions, forms, terms and other information in the RFP. Failure to furnish all information required as mentioned in the RFP or submission of a proposal not substantially responsive to the RFP in every respect will be at the bidder’s risk and may result in rejection of the RFP.

- b. It will be imperative for each Bidder(s) to familiarize himself / themselves with the prevailing legal situations for the execution of contract. GEL shall not entertain any request for clarification from the bidder regarding such legal aspects of submission of the tenders.
- c. The Bidder shall be deemed to have satisfied himself fully before bidding as to the correctness and sufficiency of his tender for the contract and price quoted in the tender to cover all obligations under this Tender.

II) Amendments to Tender

- a. Before closing of the Tender, clarifications and amendments, if any, will be notified in the websites mentioned earlier. The Bidders should periodically check for the amendments or corrigendum or information on the websites till the closing date of this Tender. GEL will not make any individual communication and will in no way be responsible for any ignorance pleaded by the bidders.
- b. Before closing of the Tender, GEL may amend the Tender document as per the requirements or wherever it feels such amendments are absolutely necessary.
- c. Amendments may also be given in response to the queries by the prospective bidders.
- d. Such amendments will be notified in the websites mentioned in the tender notice.
- e. GEL at its discretion may or may not extend the due date and time for the submission of tenders on account of amendments.
- f. GEL is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Tender documents on changes announced through the website.

III) Contacting Tender Inviting Authority

- a. Bidders shall not make any attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender Accepting Authority after opening of the Tender and prior to the notification of the Award and any attempt by any bidder to bring extraneous pressures on the Tender Accepting Authority and / or the Officials of GEL shall be the sufficient reason to disqualify the Bidder.

- b. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from bidders relating to the tenders submitted by them during the evaluation of tenders.

IV) **Force Majeure:**

Neither GEL nor the Successful Bidders shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a. Any act of God such as lightning, earthquake, landslide, etc. or other events of natural disaster of rare severity.
- b. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds.
- c. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy.

V) **Arbitration**

- a. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be appointed by the GEL. The Arbitration shall be held in GOA, India and the language shall be English only.
- b. Subject to the above, will be under the jurisdiction of Goa Court.

VI) **Execution of Work**

a. Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with GEL who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reasons whatsoever. GEL may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by GEL, the Successful Bidder shall have no right to withdraw his tender or claim higher price.

b. Letter of Acceptance (LOA)

After acceptance of the Tender by GEL, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by GEL. Under this rate contract, GEL has the right to issue LOA to more than one bidder.

c. Payment of Security Deposit (SD)

- i. The Successful Bidder(s) will be required to remit the Security Deposit (SD) equivalent to 10% of the estimated project value which will be worked out based on the manpower requirement for a project, inclusive of EMD by way of ePayment. The SD shall be paid within 7 days from the date of issue of LOA by GEL for the said project. The Security Deposit will be refunded to the Successful Bidder(s) only after the satisfactory completion of the contract period of the project for which manpower is taken or extension of the period, if any. The Security Deposit held by GEL till it is refunded to the Successful Bidder(s) will not earn any interest thereof.
- ii. If the Successful Bidder(s) fails to act upon to the tender conditions or backs out from the contract or does not execute the job as per Terms and Conditions of the tender/contract, the SD will also be forfeited to GEL.

d. Execution of Contract

- i. The Successful Bidder(s) should execute a Contract in non-judicial stamp Paper bought in Goa in the name of the bidder within 7 days from the date of Letter of Acceptance issued by GEL with such changes/modifications as may be indicated at the time of execution on receipt of confirmation from GEL.
- ii. The Successful Bidder(s) shall not assign or make over the contract, the benefits or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of GEL. GEL reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder(s) fails to execute the agreement, the Security Deposit of the Successful Bidder(s) will be forfeited and their tender will be held as non-responsive.
- iii. The expenses relating to the execution of the agreement should be borne by the Successful Bidder(s).

iv. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of GEL and also shall have the right to recover any consequential losses from the Successful Bidder(s).

e. Refund of EMD

The EMD amount paid by the Successful Bidder(s) will be adjusted towards Security Deposit payable by them for specific project. The EMD amount of the Unsuccessful Bidders will be refunded after finalization and issue of Firm Work Order to the successful bidder.

f. Release of SD

The Security Deposit will be refunded to the successful bidder after completion of the engagement period of the manpower provided by the Successful Bidder(s) as per the Contract Agreement and as per the Work Order(s) issued by GEL from time to time.

g. Forfeiture of EMD and SD

- i. If the Successful Bidder fails to remit the SD, the EMD remitted by them will be forfeited to GEL and the tender will be held void.
- ii. If the successful bidder fails to act upon to the tender conditions or backs out from the contract or does not execute the job as per Terms and Conditions of the tender/contract, the SD will also be forfeited to GEL.

h. Termination of Contract

• **Termination for default**

- i. GEL may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful bidder, terminate the contract and call for forfeiture of SD in whole or part,
 1. if the successful bidder fails to deliver the manpower within the time period(s) specified in the Contract, or within any extension thereof granted by GEL(Or)

2. if the successful bidder fails to perform any of the obligation(s) under the contract/work order.

(Or)

3. if the successful bidder, in the judgment of GEL, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- **Termination for Insolvency**

GEL may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to GEL.

- **Termination for Convenience**

GEL may by written notice, with a notice period of 30 days sent to the successful bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GEL convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The successful bidder is entitled to any compensation whatsoever only for the work that was completed from the date of the order till the termination which conforms to the terms of the agreement. If the order is placed but there is no work carried out as per the contract agreement, or if the work carried out is not as per the agreement the successful bidder is not entitled to any compensation.

i. General Terms & Conditions:

- i. Educational Qualifications and Experience of the technical manpower being supplied by the empanelled vendor to be deployed are indicated in Annexure B.
- ii. IT manpower provided by empanelled vendor will work for on-going/new projects. Such work will be for a definite period and will not amount to any kind of employment obligation on the part of GEL.

- iii. Timely production of quality output will be an overarching responsibility of the empanelled vendor.
- iv. The empanelled vendor should nominate and intimate GEL, an Accounts Manager for Single Point of Contact (SPOC), for each project/assignment who should be responsible for providing the manpower complying with all the terms and conditions. The successful bidder should ensure that the Account Manager fully familiarizes with the Tender Conditions, Scope of Work and deliverables.
- v. The empanelled vendor shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The empanelled vendor should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the prior written consent of GEL.
- vi. Payment will be done on monthly basis, based on the respective man-day worked by each manpower. The man-day rate will be calculated as manpower monthly rate/ 26 days.
- vii. The empanelled vendor to facilitate the deployed manpower with all the required hardware for carrying out the assigned project work.
- viii. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of Security Deposit/EMD.
- ix. Empanelled Vendor will be completely responsible for conduct/output/performance of the manpower provided.
- x. Empanelled Vendor will be completely responsible for all the insurance, salary, taxes, statutory benefits etc. of the manpower.
- xi. The selected manpower may be asked to work from the client location, GEL or agency location or any other location from time to time as per project requirement.
- xii. Providing Laptop for the manpower with licensed OS will be the responsibility of the Empanelled Vendor.
- xiii. In case the manpower is placed at client location and if required, dongle will be provided by GEL.
- xiv. The engaged manpower should adhere to & abide by all the policies & procedures of GEL which will be shared on empanelment.

VII) Service Level Agreement (SLA)

| Sr No | Deliverable | Timeline | SLA | |
|-------|---|---|-----------------------------------|--|
| | | | Condition | Penalty |
| 1 | Positioning of manpower for interview after receiving the list of Shortlisted Candidates from GEL | For Date "D" on which list of Shortlisted Candidates for placing manpower for interview is issued by GEL with the empanelled vendor for a particular "Position" T = D+ 07 days | For Delay > T | Proposed One day Salary to be deducted |
| | | | For Delay > T + 08 | GEL reserves the right to seek the manpower from other qualified bidders who are empanelled for that "Position". |
| 2 | Deployment of the identified manpower after successful interview /selection of candidate | For Date "D" on which the candidate is selected after interview T = D+ 05 days | For Delay > T | Proposed One day Salary to be deducted |
| | | | For Delay > T + 10 | Security Deposit shall be forfeited and manpower shall be seeked from other qualified bidders who are empanelled for that "Position" |
| 3 | Resource leaving Job | | For less than one month notice | Two months Salary shall be deducted from the empanelled agency |
| 4 | Absenteeism/ Leave | | Prior approval not taken from GEL | For 1 day absentism /leave, penalty of 5 days salary deduction |
| | | | | For more than 5 days days absentism / leave, penalty of one month salary deduction and termination from services |

VIII) Non-Disclosure Agreement (NDA)

A detailed NDA will be signed between GEL and the empanelled vendors. The empanelled vendors after appointment shall maintain strict confidentiality of all the documents, information, data coming in possession of the vendors as a result of awarding the contract after financial bid process and also any oral, written or other information disclosed for evaluation or for any other purpose shall be considered as confidential information passed on to the vendors.

The empanelled vendors and their engaged manpower will not either during the term or after expiration of this contract, use, sell, disclose any of the above information including proprietary or confidential information relating to the software, services, contract or business or operations of GEL or its clients. This may lead to legal proceedings against the empanelled vendors.

IX) Indemnity

The empanelled vendors shall indemnify, protect and save GEL and hold GEL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees) relating to or resulting from any act or omission or negligence or misconduct of the empanelled vendors and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the empanelled vendors, employment claims of employees of the empanelled vendors, third party claims arising due to infringement of intellectual property rights by the vendor or its employees, death or personal injury attributable to acts or omission of empanelled vendors, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by GEL arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

X) Replacement of Resource(s)

GEL shall consider at its sole judgment that the Resource(s) provided by empanelled vendor as unsuitable for the job for whatsoever reason. GEL shall have the option either

- (1) to terminate the Purchase Order in part or as a whole or
- (2) to request empanelled vendor for prompt replacement within 07 days at its cost.

In case any resource wants to leave from service then empanelled vendor has to ensure that the manpower provided by her /him has to do the proper knowledge transfer, handover of the allotted work, documents (if any, related to the project) to the replaced resource before leaving the job so that GEL operations are not affected. Salary payable to the replacement resource has to be born by the Empanelled Vendor & should be for minimum 1 month.

XI) Intellectual Property Rights:

All rights, title and interest of GEL in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of GEL and empanelled vendor shall not be entitled to use the same without the express prior written consent of GEL. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the empanelled vendor or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the empanelled vendor.

Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Empanelment.

XII) No Damage of GEL Property

Empanelled Vendor shall ensure that there is no loss or damage to the property of GEL while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non- performance of duty by the manpower deployed, the amount of loss/damage so fixed by GEL shall be recovered from empanelled vendor.

XIII) Facilities provided by GEL

GEL shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of empanelled vendor.

In the event the deployed manpower are required to work from another location as per the requirements of GEL, necessary travel and other costs, would be paid by GEL on production of relevant bills/tickets.

XIV) Solicitation of Employees

Both the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

XV) Obligations of the Empanelled Vendors

- ◆ Prohibition of Conflicting Activities: The empanelled vendors shall not engage and cause their personnel to engage in any business or professional activities that would come in conflict with the work/activities assigned to them under the contract.

- ◆ **Standard of Performance:** The empanelled vendors shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials. The empanelled vendors shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to GEL and shall at all times support and safeguard GEL's legitimate interests in any dealings with third parties.

XVI) Exit Clause

After the contract period is completed, the Successful Bidder has to ensure that the manpower provided by her /him has to do the proper knowledge transfer, handover of the allotted work, documents (if any, related to the project) to the identified officials of GEL within a month prior to the date of expiry of the contract.

10. Project Tenure

The project tenure granted to the selected bidder is proposed to be for 1 year. The period may be extended for a further period based on the performance and mutually agreeable terms and conditions between the selected bidder and GEL. However, GEL reserves the right to alter the Project Tenure at any time giving notice to the bidders.

Annexure "A"**TECHNICAL BID FORMAT**
(Eligibility Criteria)

- a. The Bidder has to ensure that all documents as mentioned below in this section are submitted to GEL in response to the RFP.
- b. Bidder is expected to examine all instructions, forms, terms, and requirements in the RFP document. Failure to furnish all information required or submitting an RFP not substantially responsive to the RFP document in every respect may result in the rejection of the RFP. GEL reserves the right to reject the incomplete bid.

Following are the criteria which will be adopted to select the bidders.

| Sr. No. | Qualification Criteria | Supporting Documents |
|---------|---|---|
| 1. | <p>The bidder should submit the RFP payments in the form of ePayment mode only, through online payment Getaway on portal https://eprocure.goa.gov.in by:</p> <p>Direct pay by internet banking payment (NEFT/RTGS) before the period of tender submission date.</p> <p>Note: The standard rates towards tender processing are as follows -</p> <p>a. Tender document fee(TDF) - Rs. 3,000/-</p> <p>b. eTender processing fee(TPF) - Rs. 1,500/-</p> <p>c. Earnest money deposit(EMD) - Rs. 50,000/-</p> | <p>Mode of payment:</p> <p>Bidders participating in e-tendering have to remit the Tender Document Fee (TDF), Tender Processing FEE (TPF) & Earnest Money Deposit (EMD) through online payment Getaway on portal https://eprocure.goa.gov.in by:</p> <p>Direct pay by internet banking payment (NEFT/RTGS)</p> <p>Note: Any payment made through RTGS/NEFT normally takes 24 hours for its reconciliation. Hence applicants are therefore advised to make the payments through NEFT/RTGS at two bank working days in advance before due date.</p> |

| | | |
|----|---|---|
| 2. | <p>The bidder should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm.</p> <p>In the case of registered partnership firm all partners shall be liable, jointly or severally during the bidding process and during the complete contract period in accordance with the terms of contract. The bid shall be signed so as to legally bind all partners, jointly and severally.</p> | <p>a) Copy of the Certificate of Incorporation.</p> <p>b) In case the Bidder is a Registered Partnership Firm, they should produce the copy of Registered Partnership Deed.</p> <p>c) In case the Bidder is a Sole Proprietary Firm, they should produce the copy of GST Registration.</p> <p>d) Copy of Certificate of Registration.</p> |
| 3. | <p>In case the firm has registered office in the State of Goa - The bidder should be operating in software development domain atleast for last ONE year.</p> <p>In case the firm has registered office outside the State of Goa - The bidder should be operating in software development domain for atleast last TWO years.</p> | <p>Undertaking to be submitted stating “The Company / Firm is operating in software development domain atleast for last ____ Year/(s).</p> <p>* Documents submitted @srno. 2 must show existence of a firm/company for atleast 1 year (In case the firm has registered office in the State of Goa) and for atleast 2 Years (In case the firm has registered office outside the State of Goa)</p> |
| 4. | <p>In case the firm is registered in the State of Goa - The bidder should have executed atleast 2 projects of software development in the last 3 years of value not less than 30 lakhs cumulatively.</p> <p style="text-align: center;">OR</p> <p>The bidder should have executed atleast 1 project of software development in the last</p> | <p>Copy of work orders issued on or after 31.07.2018 and completion certificates received from the customers.</p> |

| | | |
|----|--|---|
| | <p>3 years of value not less than 20 lakhs.</p> <p>In case the firm is registered outside the State of Goa - The bidder should have executed atleast 2 projects of software development in the last 3 years of value not less than 60 lakhs cumulatively.</p> <p style="text-align: center;">OR</p> <p>The bidder should have executed atleast 1 project of software development in the last 3 years of value not less than 50 lakhs.</p> | <p>Copy of work orders issued on or after 31.07.2018 and completion certificates received from the customers.</p> |
| 5. | <p>In case the firm is registered outside the State of Goa - The bidder should have an minimum cumulative turnover of Rs. 1 crore in one of the last three financial years.</p> | <p>Audited Financial statement for the last three financial years (FY).</p> |
| 6. | <p>The bidder should give the acceptance of the Terms and Conditions as mentioned in the document and also that the company/ agency is not been blacklisted by any Central / State Government institution or any other private agency.</p> | <p>Letter of Undertaking (ANNEXURE-C) has to be given.</p> |

FINANCIAL BID FORMAT**(Online Mode Only)****QUOTATION TO PROVIDE IT RELATED MANPOWER**

| Minimum Qualification Required | | | | |
|--|--------------------|--------------------------------------|---|-------------------|
| MCA / B.Tech / BE in Computer Engineering/IT or higher qualification in the field of Computer Engineering/IT | | | | |
| Sr No | Category | Minimum Required Experience (in Yrs) | Skill Set Required | Person Month Rate |
| 1 | .NET | 3 | .NET with SQL management. Asp.net, C#, MV6, JQuery, Ajax API's. | |
| | | 5 | | |
| 2 | Java | 3 | Experience in J2EE framework with PostgreSQL, JAVA development, JSP | |
| | | 5 | Well versed with REST APIs, And deployment & management of application on IIS / Apache Tomcat. Knowledge of HTML 5, CSS 3, J Query, MS-SQL, Postgre SQL, Jasper Reports. Angular JS / Node JS, Subversion, CI/CD Tools, JIRA DevOps would be added advantage. | |
| 3 | Mobile application | 1 | Experience in the development of mobile application on android/ iOS platform. Experience in Flutter Development | |

| | | | | |
|---|---|---|---|--|
| | | 2 | <p>Well versed with Dart, SQLite / MySql, relevant database and Restful APIs. Google services, Push notifications, Location based services. Knowledge of Subversion, CI/CD Tools, JIRA, DevOps.</p> <p>Prior experience in Android/iOS development would be an added advantage.</p> | |
| 4 | Database Lead / Assistant Database Lead | 3 | <p>Database tuning, performance & query optimization, Postgress SQL, MS SQL, Database Management</p> <p>Hands on experience in PostgreSQL, SQL Server, Oracle.</p> <p>Ability to review the database code and design a robust database.</p> <p>Knowledge of Mongo DB will be added advantage.</p> | |
| | | 5 | | |
| 5 | UI/UX Designer | 2 | <p>Experience in designing interface for online web/mobile products.</p> | |
| | | 3 | <p>Have an understanding of UX design, user flow, prototypes, and wireframing.</p> <p>Ability to prototype in HTML, XHTML, JavaScript, Ajax, CSS, Flash, or Catalyst is a strong plus.</p> | |
| 6 | GIS Developer | 3 | <p>Well versed with GIS, Data Analysis, GeoServer, ArcGIS, REST APIs.</p> | |
| | | 5 | <p>Must have worked on Web GIS development and working knowledge of Spatial Datasets, GeoJSON, ArcSDE, GeoDatabases, Shape Files/KML.</p> | |

Financial Terms and Conditions:

- a. Rates mentioned above are inclusive of all taxes and other charges including (PF,ESI and all the statutory compliance requirements to be paid by the vendor) towards fulfilling of all requirements of scope of work. No charges of whatsoever nature would be paid additional to the cost mentioned above.
- b. The bidder must use only the format provided in the e-tender website for submitting the financials. Any other formats/ forms will not be accepted and such tenders will be rejected.
- c. The bidder must provide the Financial Bid strictly in e-tender mode only. Hardcopies of the Financial Bid should not be submitted.
- d. The charges quoted must be firm and final and shall not be subject to any upward modifications on any account whatsoever.
- e. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of contract or throughout the period of completion of contract including extended period, whichever is later on account of any reasons whatsoever.
- f. The rates will be applicable for a period of 1 year post finalization of Rate Contract. Increment for the past year if any will be proposed & decided at the discretion of GEL at the end of 1 year.
- g. **It is mandatory for the Bidder to quote or match the L1 rate for atleast one "Position" in order to get empanelled for this Rate Contract.**

ANNEXURE "C"

Letter of Undertaking

To
The Chief Executive Officer,
Goa Electronics Limited,
Ground floor, Shramshakti Bhavan,
EDC Complex, Patto Plaza,
Panjim, Goa – 403001

Sir,

Sub: Undertaking of acceptance of the Terms and Conditions as mentioned in the RFP

Ref: Tender No. _____ dated _____

I/We _____ have gone through the Terms and Conditions, Scope of Work and will abide by them.

I/We _____ hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ State or Central Public Sector Undertakings during the last two years. We also hereby confirm that our EMD/ Security Deposit were not forfeited by any State Government / Central Government / State or Central Public Sector Undertakings during the last two years due to our non-performance, non-compliance with the conditions etc.

I/We _____ hereby declare that all the particulars furnished by us in this RFP are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We _____ understand that I/ We are liable to be blacklisted.

Yours faithfully,

For _____

Signature

Name:

Designation:

Note:

- 1) Declaration on the company's letter head should be submitted as per the format given above.
- 2) If the bidding firm has been blacklisted earlier by any State Government / Central Government / State or Central Public Sector Undertakings, in such case the details should be provided.

ANNEXURE "D"**DETAILS OF THE ORGANIZATION**

| No. | Details | Responses |
|-----|---|-----------|
| 1 | Name of the bidding firm | |
| 2 | Registered Office with full address | |
| 3 | Telephone No(s) | |
| 4 | e-mail address | |
| 5 | website URL | |
| 6 | Incorporation status of the firm (public limited / private limited etc.) | |
| 7 | Year of Establishment | |
| 8 | Date of registration | |
| 9 | Name & Designation of Authorized Signatory | |
| 10 | Income Tax Registration No. | |
| 11 | Service Tax Registration No. | |
| 12 | Name, Address, email, Phone nos. and Mobile Number of Contact Person(s) | |

(Authorized Signatory)**Name:****Designation & Authority:****Place:****Date:**

ANNEXURE "E"

Authorization Letter Format

(To be presented by the authorized person at the time of Technical/Commercial Bid Opening in their Official letterhead)

Tender No:

To,
The Chief Executive Officer,
Goa Electronics Limited,
Ground floor, Shramshakti Bhavan,
EDC Complex, Patto Plaza,
Panjim, Goa – 403001

Dear Madam,

SUB: Authorization Letter for attending the Bid Opening

This has reference to your above for the tender so specified

Mr. /Miss. / Mrs. _____ is hereby authorized to attend the bid opening of the above tender on behalf of me / our organization.

The specimen signature is attested

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

ANNEXURE "F"

Covering Letter Format

To,
The Chief Executive Officer,
Goa Electronics Limited,
Ground floor, Shramshakti Bhavan,
EDC Complex, Patto Plaza,
Panjim, Goa – 403001

Dear Madam,

Tender No: _____

Dated: _____

Having examined the tender document including all Annexure's the receipt of which is hereby duly acknowledged, we, the undersigned, offer to participate in the tender in conformity with the said tender in accordance with the schedule of rates indicated in the commercial offer made part of this offer.

If our offer is accepted, we undertake to work as specified in the tender document by entering into agreement within two weeks from the date of issue of order.

If our offer is accepted, we undertake to abide by all the rules and regulations as prescribed and changed from time to time during the tender period.

I/We also undertake that we will not resort to illegality in the work and any illegality found we are liable for any action of GEL. We also undertake that we will be paying the revenue share as quoted from time to time.

We are aware that it is at the discretionary of the Goa Electronics Limited for accepting or rejecting the tender. We accept all the instructions, Terms and Conditions in the tender.

Dated _____

Signature _____

Name of the company with seal / individual