

Info Tech Corporation of Goa Limited (A Government of Goa Undertaking) [An ISO 9001:2015 Certified Company] IT-HUB, 3rd Floor, Altinho-Panaji, Goa -403001



FOR "EMPANELEMENT OF AGENCIES FOR SOFTWARE SOLUTION PROVIDERS FOR VARIOUS GOVERNMENT ORGANIZTIONS OF GOA"

RFP NO: ITG-IT/SW/0676/EMP-SOFT/2020/

Date of Issue: 08/02/2021

Last Date of Submission of Bids: 24/03/2021



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DEFINITIONS & ACRONYMS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

| [| | | |
|---------------------|--|--|--|
| AMC | Annual Maintenance Contract | | |
| Bidder/Agency/ | Person/Company who bids against this tender who will also be | | |
| Tenderer/Vendor | the single point of contact responsibility for execution of scope. | | |
| Contractor/Supplier | Successful Tenderer / Bidder to whom tender is awarded | | |
| Contract/ | An undertaking signed by the Vendor against the Tender | | |
| Empanelment | | | |
| Client Organization | Government Department/ Corporation /Institute /Autonomous | | |
| | Body who is taking service form Bidder/agency for various | | |
| DOIT / DOIT | activities of development | | |
| DOIT / DOIT | Department of Information Technology, Goa | | |
| EMD | Earnest Money Deposit | | |
| GIGW | Guidelines for Indian Government Websites | | |
| GIS | Geographic Information System | | |
| GOG | Government of Goa | | |
| GOI | Government of India | | |
| GSDC/SDC | (Goa) State Data Center | | |
| GST | Goods and Services Tax | | |
| ITG | Info Tech Corporation of Goa Limited, Goa | | |
| IT Infrastructure | All the IT related equipments which includes hardware, | | |
| | software's, networking, etc. | | |
| IPR | Intellectual property rights | | |
| Meity | Ministry of Electronics and Information Technology | | |
| MSME | Micro, Small & Medium Enterprises | | |
| NSIC | National Small Industries Corporation | | |
| PAN | Permanent Account Number | | |
| PBG | Performance Bank Guarantee | | |
| Purchaser | Info Tech Corporation of Goa Ltd, Goa | | |
| SLA | Service Level Agreement | | |
| SRS | Software Requirements Specification | | |
| SSL | Secure Socket Layer | | |
| STQC | Standardization Testing and Quality Certification | | |
| W3C | World Wide Web Consortium | | |
| WCAG | Web Content Accessibility Guidelines | | |



DISCLAIMER

This "tender document for Empanelment of agencies for software solution provider for various Government Organizations" is issued by Info Tech Corporation of Goa Ltd. (ITG).

This tender is neither an agreement, nor an offer or invitation to perform work of any kind to any Party. The purpose of this tender is to provide interested parties with information to assist them in the preparation of their Bid.

Whilst the information in this tender has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither the ITG, nor any of its Officers or Employees accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this tender or on which this tender is based or with respect to any written or oral information made or to be made available to any of the Recipients or their Professional Advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the Party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this tender is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the ITG. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither the ITG nor any of its officers, employees undertakes to provide any Party with access to any additional information or to update the information in this tender or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this tender, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

This tender includes certain statements, estimates, projections, targets and forecasts with respect to the Project. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the Management, Officers and Employees of the ITG, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this tender is, or shall be relied on as, a promise, representation or warranty.



CHAPTER 1 Project Background

INTRODUCTION:

INFO TECH CORPORATION OF GOA LTD (ITG), an ISO 9001:2015 Certified Organization, has been set up by the Government of Goa to promote overall growth of the State's economy through the use of Information Technology. ITG under the administrative control of Department of Information Technology has been providing various IT services to Government Departments/ Institutions/ Organizations in the State of Goa to realize goals of the Digital India Mission by assisting them to setup and maintain the IT infrastructure.

ITG has implemented several software projects in-house including activities of requirement gathering, design, analysis, development, testing, security audits and maintenance of websites, web applications and mobile app. Now, there are more requirements/projects seen with various clients Government organization; however its immediate delivery is not sometimes possible due to limited technical manpower available in-house. Also several Departments even enquiry about availability of empanelled agencies with ITG.

In order to cater the massive requirement, ITG intends to carry out empanelment of agencies/ entrepreneurs for software solution provider for various Government Organizations in the State of Goa with objective:- to make Goa an inspirational geographical and human resources base for high value start-ups, to invite the best entrepreneurial minds to make Goa their professional base, and thereby build a robust eco-system in the state and to provide assistance to the Goan entrepreneurs and local start-ups.

Following are basic set of activities expected from an agency:

- The empanelled agencies are required to ideate in proving software solutions for Government Organizations of Goa and its affiliates.
- Detailed scope will be subject to change as per the application requirements.
- The agency may also be asked to redevelop, enhance, modify or maintain existing mobile apps.
- Application testing and website testing for WCAG, GIGW, accessibility guidelines, W3C localization Standard compliance; Functionality and Load Testing.



- Security Audit, SSL installations, STQC based on application requirement, back end website where ever required.
- Technical Document / Content Write-up for application.

The role of ITG is expected to gather the scope requirements related to the applications development/ maintenance invites closed quotations among listed agencies of the specific category based on the estimated value of work order and allot the work to the selected enlisted agency. ITG will be the monitoring agency for the entire project period. During this tenure, ITG will monitor the development from time to time and accordingly release the payment in parts to the selected enlisted agency based on the sign off received from the Client department and payment schedule.



CHAPTER 2 Tender Data Sheet

(Electronic mode only)

Tender No.: ITG-IT/SW/0676/EMP-SOFT/2020/3093 Date: 08/02/2021

Bids are invited by Info Tech Corporation of Goa Ltd. (ITG) in single bids – Eligibility cum Technical bid rom well established and reputed organizations / agencies who fulfill the eligibility criteria and having sufficient infrastructure, manpower and enough experience:

| Sr No | Item | Particulars |
|-------|---|---|
| 1 | Description of the work | Tender Document for Empanelment of agencies for software solution provider for various Government Organizations of Goa |
| 2 | Mode of Tendering | e-Tendering |
| 3 | E-Tendering Website | https://goaenivida.gov.in |
| 4 | Tender Document Fee (TDF) | Rs 2000/- Rupees Two Thousand only (Non-Refundable) |
| 5 | Tender Processing Fee (TPF) | Rs 1500/- Rupees One Thousand Five Hundred only (Non-Refundable) |
| 6 | Earnest Money Deposit (EMD) | Rs. 25,000/- (Rupees Twenty Five Thousand only) |
| 7 | Mode of Payment towards Tender Document & Processing Fees and EMD | To be paid online through e-payment mode via NEFT/RTGS/OTC/debit card/credit card facility with pre-printed challans available on e-tendering website and directly credit the amount to ITG account as generated by challan and upload the scanned copy of NEFT/RTGS/OTC/debit card/credit card challan along with the bid. |
| 8 | Last Date and Time for request of Tender Document | 08/02/2021 to 22/03/2021 (upto 23.59 hrs) |
| 9 | Last Date & Time for submission Pre-bid Queries | 17/02/2021 (upto 23.59 hrs) |
| 10 | Date and Time for Pre-bid Meeting | 22/02/2021 (at 15.00 hrs) |
| 11 | Last Date and Time for reply to Pre-Bid clarifications | 26/02/2021 (upto 23.59 hrs) |
| 12 | Last Date and Time for Online submission of bids | 24/03/2021 (upto 23.59 hrs) |
| 13 | Date and Time for opening / of Eligibility bids | 26/03/2021 (at 15.00 hrs) |



Tenders not conforming to the requirements mentioned above and as laid down in the terms and conditions or not accompanied by EMD or without valid NSIC/MSME certificate of exemption for the tendered items in the form prescribed at the time of opening of the eligibility cum technical bid are liable to be summarily rejected. The decision of The Managing Director, Info Tech Corporation of Goa Ltd, for purpose of Eligibility Qualification shall be final and binding to all the tenderers/bidders.

- a. The Bidder is expected to carefully examine the terms & conditions of the Tender. Failure to furnish all information required in the Tender or submission of a bid not substantially responsive to the Tender in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- b. The Bidder shall use the electronic mode of tendering using the website https://goaenivida.gov.in to submit bids for the item given in the tender.
- c. Late submission of bids is not be permitted by the e-Tendering System.
- d. Last minute submission of bids should be avoided. As such, ITG will not be responsible for any failures in submission of bids on time.
- e. Incomplete or Conditional bids will be summarily rejected.
- f. Bidders should possess a valid Class III Digital Signature (Signing & Encryption) issued by a Licensed Certifying Authority for bidding through the e-Tender system.

For any of the assistance regarding participation in the e-Tender contact at +1800212680680 or, email: goasupport@c1india.com.

For and on behalf of Info Tech Corporation
of Goa Ltd
Sd/Managing Director



CHAPTER 3 Invitation for Bids (IFB)

- 1. Info Tech Corporation of Goa Ltd (ITG) invites Eligibility cum Technical bid from well-established and reputed organizations / agencies who fulfill the eligibility criteria and having sufficient infrastructure, manpower and enough experience in providing software solutions. Bidders should submit the proposal on the https://goaenivida.gov.in
- **2.** Bidders should go through the website https://goaenivida.gov.in for understanding the e-Tendering process and to know the process for submitting the electronic bids at the website.
- **3.** Bidders need to have a Class-III Category Digital Signature (Signing & Encryption) issued by a licensed Certifying Authority (CA) for e-Tendering Portal.
- 4. Complete bid document terms and conditions and tender form containing all the details have https://www.infotech.goa.gov.in, been published on the websites and https://goaenivida.gov.in. The bid downloaded documents can be from https://goaenivida.gov.inon payment of the required Tender Document Fee and Tender Processing Fee online.
- 5. The Bids can be submitted up to date and time given in tender Data Sheet.
- **6.** Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed format will be summarily rejected.
- 7. The Eligibility Bid cum Technical bid will be opened as per schedule in Data Sheet and in the presence of bidder or any of its representatives. The bidders who qualify in the Eligibility cum Technical evaluation process shall only be considered for empanelment.
- 8. No contractual obligation whatsoever shall arise from the Tender Document / bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.
- 9. Info Tech Corporation of Goa Ltd disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

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CHAPTER 4 Eligibility Criteria & Mandatory Conditions

The bidder must fulfill the following eligibility conditions and must also submit documentary evidence in support of fulfilling these conditions while submitting the Technical cum Eligibility Bid. The scanned copy/copies of these documents should be uploaded on the e-Tendering website during submission of bids before its last date. Failure to comply with these requirements may result in the bid being rejected.

Note: Bidders should read these conditions carefully and comply strictly while sending/submitting their Bids.

Considering the different nature, type and complexity of projects, the empanelment shall be in following four categories based on their annual sales turnover.

| Category | Sales Turnover * |
|----------|--------------------------------|
| Tier I | Above 150 Lakhs |
| Tier II | Above 50 Lakhs up to 100 Lakhs |
| Tier III | Above 5 Lakhs up to 50 Lakhs |
| Tier IV | Up to 5 Lakhs |

^{*} Sales Turnover from software development activity in India will only be considered for empanelment.

The Client Organization/Office of ITG will finalize the scope of work, type of resources (along qualification, skill & experience), SLA and also deliverables.

ELIGIBILITY CRITERIA FOR BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER:

Keeping in mind the local service setup and accessibility required extending support / maintenance services during execution period, it is considered essential that the bidder should have a strong local presence, specifically authorized for this Tender / project.

^{**}To ensure wider participation and to avoid dependencies on few number of agencies, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group



| Sr. No | Clause | Documents required |
|--------|---|--------------------------------|
| 1 | Legal Entity: | Valid documentary proof of: |
| | Bidder should be a proprietorship firm / partnership | - Certificate of incorporation |
| | firm / registered company under Company | - Registration Certificate |
| | Registration Act of India | |
| | | (upload and save document as |
| | | 'Document A') |
| 2 | Bidder Turnover: | Valid documentary proof of: |
| | Bidder must have an average annual financial | - Copies of Audited Account |
| | turnover as per categories indicated in TABLE-A | Statement for the last 03 |
| | during the last 3 years as on the date of notice | years. |
| | inviting tender. | |
| | | (upload and save document as |
| | | 'Document B') |
| 3 | Selection of Category of Empanelment: | Valid documentary proof of: |
| | Bidder must select and submit the | As per attached Annexure |
| | categories/Job as indicated in TABLE-B it intends | (Bidders Undertaking) |
| | to be empanelled for. Each bidder can apply for | 8, |
| | multiple categories/Jobs. | |
| | | |
| | | (upload and save document as |
| | | 'Document C') |
| 4 | Bidder Experience: | Valid documentary proof of: |
| | Bidder should have experience of handling projects | -Copies of Work orders or |
| | in software in any Public Sector Undertaking's / | Agreements with successful |
| | State Government/ Government Organization/ | Completion Certificate from |
| | Private Organization in India during the last 03 | the customers confirming year |
| | years as on the date of notice inviting tender as per | and Area of activity should be |
| | categories indicted in TABLE-A with project | attached. |
| | values: | |
| | a) one project of 80% value | |
| | OR | |
| | b) two projects each of 60% value | |
| | OR | (upload and save document as |
| | c) three projects each of 40% value | 'Document D') |
| 5 | Statutory Registrations: | Valid documentary proof of: |
| | Bidder should have valid GST registration | Copies of GST Registrations |
| | | |
| | | (upload and save document as |
| | | 'Document E') |
| 6 | Mandatory Undertaking: | Valid documentary proof of: |



| A self-certified letter by the authorized signatory of the Bidder that: a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years; or b) not been blacklisted by any Central (State) |
|--|
| a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years; or |
| a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years; or |
| bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years; or |
| judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years; or |
| activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years; or |
| subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years; or |
| foregoing reasons at the time of issue of tender document for last three years; or |
| document for last three years; or |
| |
| h) not been blooklisted by env Central / State |
| b) not been blacklisted by any Central / State |
| Government and should not be convicted of an |
| criminal offence by any competent court of law |
| or should not have any pending cases filed |
| against any Client or |
| c) not be suspended/Terminated on account of non |
| performance and/or defective/ dissatisfactory |
| performance of contract in similar work at the |
| time of issue of tender document for last three |
| years. |
| d) comply with the code of integrity as (upload and save document a |
| specified in the bidding document 'Document F') |
| - Bocument 1 |
| 7 Goa Office: Valid documentary proof of: |
| Bidder must have an office in Goa or should Undertaking to be provided o |
| furnish an undertaking that the same would be Attach copy of any |
| established within two weeks of signing the Following property documents |
| contract. Tax bill / Electricity bil |
| Telephone Bill |
| |
| |
| (upload and save document a |
| 'Document G') |
| 8 Technical Solution & on ground Valid documentary proof of: |
| implementation: Didder should successfully submit proposed Upload presentation |
| Bidder should successfully submit proposed |
| solution (like Methodology, project management |
| and execution approach, technology skill set, |
| recourse strength with qualification & experience, |
| Out of box innovations) with details of on ground |
| implementation. (upload and save document a |
| 'Document H') |



VALUE OF WORK: The empanelment will be done based on the estimated value of the work as follows:-

| | TABLE-A | | | | | |
|----------|---|--|--|--|--|--|
| Category | Turn Over | Bidder Experience | | | | |
| Tier I | Bidder must have an average annual financial turnover of above Rs. 150 Lakhs during the last 3 years as on the date of notice inviting tender. | a) one project of value of rupees 120 Lakhs OR b) two projects each of value of rupees 90 lakhs OR c) three projects each of value of rupees 60 lakhs | | | | |
| Tier II | Bidder must have an average annual financial turnover of at least Rs. 100 Lakhs during the last 3 years as on the date of notice inviting tender. | a) one project of value of rupees 80 lakhs OR b) two projects each of value of rupees 60 lakhs OR c) three projects each of value of rupees 40 lakhs | | | | |
| Tier III | Bidder must have an average annual financial turnover of at least Rs. 50 Lakhs during the last 3 years as on the date of notice inviting tender. | a) one project of value of rupees 40 lakhs OR b) two projects each of value of rupees 30 lakhs OR c) three projects each of value of rupees 20 lakhs | | | | |
| Tier IV | Bidder must have an average annual financial turnover of at least Rs. 5 Lakhs during the last 3 years as on the date of notice inviting tender. | a) one project of value of rupees 4 lakhs OR b) two projects each of value of rupees 3 lakhs OR c) three projects each of value of rupees 2 lakhs | | | | |



Followings are the types of Jobs (not limited) for which empanelment is sought by ITG. Single agency can register for multiple type of jobs while registration.

| TABLE-B | | | | | | | |
|---------|--|--|--|--|--|--|--|
| Sr. No. | . No. Type of Jobs for which Empanelment is sought | | | | | | |
| 1. | General Software Development (website, application, etc.) | | | | | | |
| 2. | GIS Application Development | | | | | | |
| 3. | Mobile Application Development | | | | | | |
| 4. | Software Application Testing | | | | | | |
| 5. | Website testing for WCAG, GIGW, accessibility guidelines, W3C localization Standard compliance; Functionality and Load Testing | | | | | | |
| 6. | Business Intelligence, Internet of Things, Data Warehouse and Data Mining/Analytics | | | | | | |
| 7. | Operation and Maintenance support of already developed applications | | | | | | |
| 8. | Social Media and related application development, Social Media Management in various Social Media Web series. | | | | | | |
| 9. | Technical Document / Content Writer | | | | | | |



CHAPTER 5 Bidding Process

Following specifies the procedures that would regulate the overall bidding process.

1. Preparation of Bidding Document:

a. The download of bidding document shall commence as specified in Data Sheet and shall be stopped as specified in Data Sheet. The complete bidding document is also placed on the websites as specified in the Data Sheet. The prospective bidders are permitted to download the bid document from the e-Tendering/enivida portal but must pay the cost of tender/ bidding document and e-Tender processing fee while submitting the bids to ITG.

Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

All the tenders are to be submitted in electronic mode only. The e-Tendering/enivida portal will not accept any tender submitted after the deadline for submission of Tenders prescribed by the Purchaser.

b. Earnest Money Deposit (EMD):

- i. Every bidder, participating in the bid must furnish the earnest money deposit as specified in the Notice Inviting Tender (NIT).
- **ii.** The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- iii. The EMD shall be submitted by the bidder who is applying for the tender. EMD in the name of any other firm/person other than the bidder who is applying for the tender shall not be accepted.
- **iv. Form of EMD**: Bidders shall submit, an Earnest Money Deposit (E.M.D.) of **Rs. 25,000/- (Rupees Twenty Five thousand only)** should be provided by the bidder. The EMD has to be paid online before the last date and time for online submission of bids as given in the NIT. The tenders without Earnest Money Deposit or Valid MSME/NSIC certificate for exemption of EMD will be summarily rejected.
- v. **Refund of EMD:** The earnest money deposit of unsuccessful bidders shall be refunded soon after the final list of empanelled agencies has been prepared. The



EMD of the successful bidders shall be returned only after a period of six months from the date of finalizing the final list of empanelled agencies.

- vi. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
 - If the bidder withdraws or modifies his bid proposal after opening of bids or during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder if the bidder fails to sign the contract for any reason not attributable to the InfoTech Corporation of Goa Ltd. (ITG), Goa.
 - During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - During the bid process, if any information found wrong / manipulated / hidden in the bid.
 - EMD submitted in a different name other than the bidder who is applying in the tender.

2. Amendment of Bidding Document:

- **a.** At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum.
- **b.** Any Corrigendum/ Addendum issued shall be a part of the Bidding document.
- c. To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- **d.** Any change in date of submission and opening of bids would be communicated in appropriate manner including the websites mentioned in the NIT.

3. Submission and Opening of Bids:

a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by ITG to facilitate the evaluation process, and in negotiating a definitive contract or all such

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activities related to the bid process. InfoTech Corporation of Ltd. will be in no case responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b. Language of Bids: The Bid prepared & submitted by the Bidder and all subsequent correspondence and documents related to the bid and as submitted by the bidder, shall be written only in English language. Also, any printed literature furnished by the Bidder written in other language (other than English/ Hindi) must be accompanied by an English/ Hindi translation in which case, for purposes of interpretation of the bid, the appropriate translation by the Purchaser shall govern.

c. Documents comprising the Bid:

- i. The bidder should ensure that all the required documents, as mentioned in the bidding document, are uploaded. Non submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid/ proposal submitted by the bidder.
- **ii.** Wherever applicable, the bidding form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- **iii.** The contents of bid are listed below.
 - I. Eligibility cum Technical Bid:
 - a) The Eligibility Proposal should contain documents as listed in various Chapters & Annexure of this bid document.
- **d.** Alternative Bids: Alternative bids shall not be considered at all.
- e. Validity of Empanelment Tender & Commercials: It has been noticed that, in the IT industry, the IT SERVICE charges keeps on changing from time to time. However, in order to provide services smoothly to the Department/ Organization/ Institutions/ Corporations/ Autonomous Bodies and at the same time to give some breathing space to the empanelled agencies so as to give good services & support the following may be noted:
 - i. The selected agencies will be on ITG empanelled list, which shall be valid for a period of **three (03) years** from the date of finalizing / approval of Empanelled list of agencies. On exceptional circumstances, ITG may request the Bidder to extend the bid validity on mutually agreed terms.



f. Deadline for submission of Bids:

- i. Bids must be submitted on the website https://goaenivida.gov.in no later than the date and time indicated in the NIT.
- ii. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the tendering authority and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of service are substantial, fresh publication of original bid inquiry may also be issued.
- **iii.** The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

g. Delayed / Late Bids:

- i. Bids must be submitted in electronic mode only. The e-Tendering/enivida portal will not accept any bid submitted after the deadline as indicated in the NIT.
- ii. Towards the end of the deadline time, the e-Tendering/enivida portal server is likely to get jammed due to the heavy flow of traffic on the server. Hence, all the Bidders participating in the tender are requested to submit the bids well in advance before the deadline time period as indicated in the NIT.
- **h. Withdrawal, Substitution, and Modification of Bids:** A Bidder may withdraw, substitute, or modify its bid after it has been submitted before the deadline prescribed for submission of bids as per the e-tendering process.

i. Bid Opening:

i. The designated Technical Committee will perform the bid opening, which is a critical event in the bidding process.



- **ii.** The tendering authority shall conduct the bid opening at the date and time specified in the NIT.
- iii. All the bids received up to the specified time and date shall be opened by the members of the designated Committee after entering their corresponding credentials (login id and digital signatures) in the website https://goaenivida.gov.in.
- iv. The tendering authority shall download all the documents submitted by the tenderer / bidder and place the same in the presence of bidder or his/her authorized representative who choose to attend at the date and time specified in the NIT. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal. The bidder's representatives who are present shall sign the attendance register present.
- v. The eligibility cum Technical bid shall be opened and all the bidders who are in the race (participated) of tender shall be notified to the bidders present. All the bids shall be downloaded one at a time, and the following may be read out and recorded: the name of the bidder, the submission or non-submission of the Tender Fee, EMD.

5. Bid Evaluation:

a. Guiding Principle for Evaluation of Bids:

- i. The tendering authority shall determine to its satisfaction whether the bidder that is selected as having submitted the best and responsive bid is qualified to perform the Contract satisfactorily.
- **ii.** The determination shall be based upon the examination of the documentary evidence of the bidder's qualifications submitted by the bidder.
- **iii.** An affirmative determination shall be a prerequisite for selection of the bidder to be empanelled and a negative determination shall result in disqualification of the bid.
- iv. The tendering authority/ tender evaluation committee, in observance of best practices, shall: -
 - Maintain the bid evaluation process strictly confidential.



- Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
- Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

b. Confidentiality:

- i. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Empanelled list.
- ii. All materials submitted by the bidder becomes the property of InfoTech Corporation of Ltd. and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such bidder and the ITG will maintain confidentiality of such materials.
- iii. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids may result in the rejection of his bid.
- **iv.** From the time of bid opening to the time of publication of the Empanelled list, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so only in writing.

c. Clarification of Bids

- i. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority committee may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.
- **ii.** Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.

d. Determination of Responsiveness:

- i. The tendering authority's determination of the responsiveness of a bid would be based on the contents of the bid itself.
- **ii.** A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -



- "Deviation" is a departure from the requirements specified in the bidding document;
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document;
 and
- "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- **iii.** The tendering authority shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation or reservation.

e. Non-material Non-conformities:

- i. Provided that a bid is responsive, the tendering authority may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- **ii.** Provided that a bid is responsive, the tendering authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

f. Evaluation of Bids:

- i. The tendering authority shall evaluate each bid that has been determined, up to the stage of the evaluation, to be responsive.
- **ii.** To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in the bidding document.
- **iii.** The eligibility evaluation shall be completed by the designated Committee as early as possible after opening of eligibility cum Technical bid.
- **iv.** The bidders which could not qualify in eligibility evaluation will be informed about this fact.
- g. Tendering authority's Right to Accept/Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to publication of the empanelled



list, without thereby incurring any liability to the bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchasers action.



CHAPTER 6 Scope of Work

ITG hereby invites proposals from various agencies for rendering selected software solution services for Government of Goa. The bidders are advised to study this tender document carefully, before submitting their proposals in response to the tender Notice. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Brief Scope of Work-

The empanelment of agencies will be for key identified areas as in indicated in TABLE-B of Chapter Eligibility Criteria & Mandatory Conditions. For each project for which ITG is responsible, the following activities (tentative and not limited to) are required to be carried out by the agencies.

- Co-ordination and reporting of the field level activities at Client Organization that may be carried out time to time.
- Prepare detailed SRS (System Requirement Specification)
- Design, Development and Hosting of Software application
- Develop the software application / carry out the enhancement /upgradation of the software application.
- Design & Develop the website as per the framework layout and the guidelines laid down
 by the ITG/Client Organization. Hosting of the website on Goa-State Data Center or any
 other infrastructure provided by Client Organization.
- Conduct the demo of the software application to the respective Client Organization along with ITG and get UAT towards the same. Carry out the changes suggested by the respective Client Organization (if any).
- Compliance as per IT audit and cyber securities activities as issued by CERT-IN.
- Go- Live by hosting the software application on the live hosting environment and share the URL. Content Management System to be incorporated in the developed software application



- Provide local technical support to the team on multiple projects and represent the face of ITG/Client Organization to the local offices across state.
- Sharing of progress report, MIS on every fortnight/monthly or as per instruction to the ITG/ Client Organization.
- Provide support in any work/s provided by ITG/Client Organization. All other
 information (including but not limited to documents, records and Agreements) relating to
 the services reasonably necessary to enable Purchaser, to carry out due diligence in order
 to transition the provision of the Services to Purchaser.
- If additional work is required beyond the Scope of Work specified in the Contract, estimated periods of engagement of the personnel set forth may be increased by mutual agreement in writing between the Selected Agency and the Purchaser.
- The successful Selected Agency shall work out the modalities of half yearly assessment and review of the organization along with ITG. The actual process and procedure will be worked out and mutually agreed during the first three months of the engagement.



CHAPTER 7 General Terms & Conditions

- 1. The agency should clearly specify that they agree to abide the conditions laid by ITG along with Client Organization for execution of job on their printed letter head.
- 2. The Client Organizations will not be answerable for the terms and conditions of employment of the staff engaged by the selected agency. The agency will ensure that the staff engaged is disciplined and maintains full decorum while on work. The names of the persons deployed by the agency at the Client Organization shall be intimated to the Client Organization as well as ITG and the agency will be responsible for any mishap, theft, loss and misbehavior, happening because of the staff deployed by them.
- 3. The selected agency shall undertake various activities of providing software solutions as indicated in TABLE-B of Chapter Eligibility Criteria & Mandatory at the premises of Client Organizations and shall not be stopped on any ground, whatsoever.
- 4. The selected agency will be allowed to do various activities of software development on all working days between the working hours at the Client location identified. In case the agency wishes to carry on the job on holidays and during odd hours, necessary permission in writing is to be obtained by the agency from the Client Organizations.
- 5. Continuance of the contract shall be subject to satisfactory performance of the agency and it may be cancelled at any time without assigning any reason for the same. The decision of the ITG authorities in this regard shall be final and binding to the agency.
- **6.** The agency will ensure that the space provided to it by the Client Organization is not misused in any manner.
- 7. The agency must not at any time perform or implement any work/project/process of any other outside party within the premises of the Client Organization.
- 8. For a particular Client Organization, the contract for completion of work will be valid as mentioned in work order and will start from the date of acceptance by the agency. The agency requires to complete the work within a stipulated period in the first instance. It may be extended for a further period depending on mutual collaboration with Client Organization and need for continuity of the project.
- **9.** After completion of work, source code shall be obtained from the agency by ITG/Client Organization. The ownership of the source code along with all relevant documentation, data and the IPR for the software developed shall vest solely with by ITG/Client Organization.



- **10.** The selected agency will have to sign/execute a Non-Disclosure Agreement (NDA) / Memorandum of Understanding with ITG for carrying out the work after acceptance of work order for particular owner Client organization.
- 11. In the event of termination of Contract, ITG shall be entitled to forfeit the security deposit/performance bank guarantee either in full or in part apart from taking such legal remedies as are available in law.
- **12.** Demonstration of implementation software solution provider of the entire process of technically qualified Bidders may be taken, if required by ITG at any stage of tendering.
- **13.** The tender can be terminated any time during the validity period. The decision of Managing Director (ITG) in this regards will be final and binding.
- 14. If the terms and conditions mentioned in the tender are contradicting the terms and conditions appearing elsewhere, then it shall be at the discretion of the Managing Director, ITG to choose the over-riding terms and conditions. In any case, the decision of the Managing Director, ITG shall be final and binding on all parties concerned.

Other Terms and Conditions:

1. Contacting Empanelment Processing Authority:

- a. Agency shall not make any attempts to establish unsolicited and unauthorized contact with the Empanelment Processing Committee and any attempt by any agency to bring extraneous pressures on the Empanelment Processing Committee and / or the Officials of ITG shall be the sufficient reason to disqualify the agency.
- **b.** Notwithstanding anything mentioned above, the Empanelment Processing Committee may seek bonafide clarifications from agency's relating to the applications submitted by them during the evaluation of documents.
- **2. Force Majeure:** Neither ITG nor the enlisted agency 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 lighting, 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.

3. Arbitration:

a. Adjudication of Disputes:

- i. In the event of any dispute arising out of or relating to this enlistment process and contract, the parties shall resolve such dispute through Arbitration. This Arbitration Clause shall be governed by the Arbitration and Conciliation Act 1996 (26 of 1996) and the rules made thereunder, as may be amended from time to time.
- ii. Arbitration shall be carried out by constituting an arbitral tribunal of three arbitrators. Any of the party may give notice to the other stating its intention to invoke arbitration and nominating one member each of the Arbitral Tribunal. Both the arbitral tribunal members so appointed shall select and appoint the third arbitrator, who shall be the Presiding Arbitrator.
- **iii.** The costs of the Arbitrator shall be divided equally between the Parties.
- **iv.** The seat of arbitration shall be at Goa and the venue shall be such as may be fixed by the constituted Arbitral Tribunal in consultation with the Parties.
- v. The decision arrived at by the Arbitral Tribunal shall be final and binding. Both the parties agree to be bound by the award of the Arbitral Tribunal.
- **b.** Subject to the above, will be under the jurisdiction of Goa Court.

4. Execution of Work:

- a. Acceptance of Approval and Withdrawals: The final acceptance of the applications is entirely vested with ITG who reserves the right to accept or reject any or all of the applications in full or in parts without assigning any reasons whatsoever. ITG may also reject all the applications for reasons such as change in Scope, court orders, calamities or any other unforeseen circumstance. After acceptance of the applications by ITG, the approved agency shall have no right to withdraw his application.
- **b. Contract Signing:** On approval of the scrutiny report of ITG, a Contract will be signed between the agency and ITG specifying the requirement of the standards to be followed while executing works of providing software solutions.



c. Payment of Security Deposit (SD)

- i. The empanelled agency will be required to remit the Security Deposit (SD) equivalent to 5% of the allotted work order value which will be worked out along with the work order issued by the ITG to the empanelled agency in the form of Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank and Bank Guarantee from a Commercial bank. The SD shall be paid within 15 days from the date of signing of contract by ITG or acceptance of work order. The Security Deposit will be refunded to the empanelled agency only after the satisfactory completion of the contract period or extension of the period, if any. The Security Deposit held by ITG till it is refunded to the empanelled agency will not earn any interest thereof.
- **ii.** If the empanelled agency fails to act upon the empanelment process conditions or backs out from the contract or does not execute the job as per the Terms and Conditions of the empanelment process, the SD will be forfeited to ITG.

d. Execution of Contract

- i. The empanelled agency should execute a contract long with non-disclosure agreement (NDA) in non-judicial stamp Paper bought in Goa in the name of the agency within 15 days from the date of signing of contract by ITG with such changes/modifications as may be indicated at the time of execution on receipt of confirmation from ITG.
- ii. The empanelled agency shall not assign or terminate 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 ITG. ITG reserves its right to cancel the work order either in part or full, if this condition is violated. If the empanelled agency fails to execute the contract, the amount deposited by the empanelled agency will be forfeited and their application will be held as non- responsive.
- **iii.** The expenses relating to the execution of the contract should be borne in by the empanelled agency.
- iv. The conditions stipulated in the contract should be strictly adhered to and violation of any of the conditions will entail termination of the contract without



prejudice to the rights of ITG. ITG shall also have the right to recover any consequential losses from the empanelled agency.

- e. Release of SD: The Security Deposit will be refunded to the empanelled agencies on completion of the project period of work allotted subject to satisfaction of ITG after getting recommendations from the concerned Client Organization of completed works. Such completion would be arrived at when the entire project is completed by the empanelled agencies as per the Contract Agreement and as per Work Order(s) issued by ITG from time to time and on completion of the maintenance period.
- **f. Forfeiture of SD:** If the empanelled agency fails to act upon to the empanelment process conditions or backs out from the contract or does not execute the job as per Terms and Conditions of the empanelment process, the SD will also be forfeited to ITG.

g. Termination of Contract:

- i. Termination for default: ITG 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 empanelled agency, terminate the contract and call for forfeiture of SD in whole or part,
 - I. if the empanelled agency fails to perform any of the obligation(s) under the contract/work order

(Or)

- II. if the empanelled agency, in the judgment of ITG, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- **ii.** Termination for Insolvency: ITG may at any time terminate the Contract by giving written notice with a notice period of 7 days to the empanelled agency, if the empanelled agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the empanelled agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ITG.
- iii. Termination for Convenience: ITG may by written notice, with a notice period of 30 days sent to the empanelled agency, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify



that termination is for ITG convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The empanelled agency 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 contract. If the order is placed but there is no work carried out as per the contract or if the work carried out is not as per the contract, the empanelled agency is not entitled to any compensation.

h. General Terms & Conditions:

- i. The final decision would be based on the fulfillness of the technical requirements.
- **ii.** ITG reserves the right not to accept or to reject any or all the applications without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of the approval process as deemed necessary in the best interests of ITG for good and sufficient reasons.
- iii. The empanelled agency shall not assign or terminate the contract, the benefit or burden thereof to any other person or persons or body corporate. The agency 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 ITG.
- iv. After the empanelment process and signing of the contract with the empanelled agency, the work towards providing software solutions shall be started only after the placement of the work order by the ITG as per the work delivery /payment schedule milestones. No work is to be started without the work order from the ITG.
- i. Exit Clause: In case of Exit, the empanelled agency has to do the proper Knowledge Transfer to the other selected empanelment agency of the work undertaken and shall ensure proper handover of the work towards the smooth functioning within two weeks prior to the date of expiry.
- **j. Empanelment Tenure:** The empanelment tenure granted to the selected empanelled agency is proposed to be for a period of 3 years. The period may be extended further based on the performance of the empanelled agency. However, ITG reserves the right to alter the empanelment tenure at any time giving notice to the empanelled agency.



k. The selected agency has to provide free service and support for a period for six months from the day the application is made live.

Note: Bidders must read these conditions carefully and comply strictly while sending/submitting their Bids.



CHAPTER 8 Disqualification of Bids

- 1. Tendering Authority may in its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Biding process if the bidder:-
 - Submits Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
 - Has not submitted the bid in accordance with the bid document.
 - Does not meet the minimum eligibility criteria as mentioned in the bid document.
 - Mislead or made false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - Is found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - Failed to provide clarifications related thereto, when sought.
 - Has submits more than one bid. This will cause disqualification of all bids submitted by such bidder except the last Bid received.
 - Has imposed conditions in his bid, during validity of the bid or its extended period.
- 2. No typographic error will be entertained during submission of the bids.
- 3. After opening of Technical Bids, ITG will seek the confirmation of L1 bids from L1 Bidder before matching the same from other empanelled Bidders. If L1 Bidder refuses to match the same then that Bidder agency will be blacklisted from ITG for the period of 5 years.
- 4. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- 5. A Bid not valid for at least 03 years shall be considered as non-responsive and would be disqualified.



CHAPTER 9 Selection of Empanelled Agencies

- 1. Procedure for selection of Agencies as "ITG's Empanelled Agency for software Solution providers for various Government Organizations of Goa".
 - **a.** The scrutiny of the Eligibility cum Technical bid will be done by a committee duly constituted by ITG.
 - **b.** Enlistment of the agencies for providing software solutions in various Tiers.

2. Procedure for placement of work order for various activities of providing software solutions:

- **a.** ITG is responsible only for empanelment of agencies under various Tiers and to get the work done from selected agency lies with the Client Organization. The State Government Organizations will approach ITG for any type of software development related works with details available on ITG website.
- **b.** ITG will gather and prepare requirement document on its own and then will invite closed quotations (by circulating scope document) among empanelled listed agencies of the specific Tiers based on the value of work, nature of work/ complexity involved. No General bid evaluation is required. ITG will clearly mention about the selection criteria where it will mention that agency will be selected based on L1.
- c. Technical evaluation will be made on case to case bases depending on complexity of the Projects. The general guidelines for evaluation criteria are understanding the scope, presentation on detailed approach and methodology, past experience of agency, qualification and competence of key professional staff/Project team, experience in similar projects, etc.
- **d.** Interested agencies will response to closed quotations to ITG. The agency may also submit technical compliance response, if ask for specifically.
- **e.** The quotation of the agency shall be opened by the Evaluation Committee constituted along with Client Organization for finalization of the cost and the agency. If Technical compliance bid is asked, the quotation shall be opened only after Technical response bid evaluation.
- **f.** Before commence of work, the agency shall submit 5% performance Bank Guarantee of the total value of the project (excluding taxes). ITG will define SLA & payment milestones for each website requirement & ensure compliance.



- **g.** ITG will be the *Monitoring Agency* for the entire project period and will charge additional to Client Organization to the final project cost as consultancy fee/administrative charges.
- **h.** During this tenure, ITG will monitor the development from time to time and accordingly release the payment in parts to the selected enlisted agency based on the sign off received from the Client Organization and payment schedule.



CHAPTER 10 Escalation Matrix

All the agencies shall provide the escalation matrix details to be followed.

| Sr. No | Support Level | Name | Address | Contact No | Email |
|-----------|---------------|--------------------------------|---------|------------|--------|
| 1 | Level 1 | Service Project Coordinator | XXX | XXX | xxxx@ |
| 2 | Level 2 | Senior Project Coordinator | XXX | XXX | xxxxx@ |
| 3 | Level 3 | Senior Level Manager | XXX | XXX | xxxxx@ |
| 4 | Level 4 | Name of Owner of the Agency | XXX | XXX | xxxxx@ |

Note: The calls will be received centrally by the agency and shall be attended immediately by their service engineer on receipt of the same.



CHAPTER 11 Terms of Payment

- 1. Payment shall be made in Indian Rupees through NEFT/RTGS only.
- 2. Payments will be released subject to receipt of funds from the Client Organisations and completion certification issued by the Officials of the Client Organisations. Completion Certificate will be issued based on satisfactory by the Client Organisation.
 - **a.** At time of full and final settlement of invoice, ITG reserves the right to release the performance Bank Guarantee of 5% furnished by the Successful Bidder from a nationalized or scheduled Bank drawn after a period of 12 months (warranty period) from the date of completion of the project.
- **3.** No advance payment will be made or no letter of credit will be issued to the agency.
- **4.** All payments will be released within 60 days to the empanelled agency after receipt of payment invoice(s) with all necessary supporting documents(including phase completion certificate from the Officials of Client Organisation), further subject to receipt of funds from Client Organisation.
- 5. The Selected agency will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/ Laws/ Acts etc. now or hereafter imposed. Purchaser shall not be liable to pay any such levies/other charges under or in relation to the empanelment. ITG shall be entitled to deduct TDS, GST, etc. (wherever applicable) from the payment made to the agency, from time to time
- **6.** No invoice for extra work/change order on account of change order will be submitted by the agency unless said extra work/change order has been authorized/approved by the Purchaser in writing.
- **7.** Penalty details(SLA):
 - **a.** <u>Delay in Start of the work:</u> Selected agency by ITG shall start work from the date of acceptance to the work order, failing which; the agency shall be liable of **Penalty of Rs. 1000/- per day** from the actual date of acceptance of work order **till the actual initiation of the work.** The maximum value of the penalty can be upto 10% of project value.
 - **b.** <u>Delay in Completion of the work:</u> If project is not completed in time as per work order, if the delay is less than 30 days, the agency shall be liable to pay



additional **Penalty of Rs. 1000/- per day** from the stipulated completion date mentioned in work order **till the actual completion of the work.** If the delay is more than 30 days, the purchaser may terminate the contract and no further payment will be made to the agency.

c. Any specific SLA may be specified based on project type and as per requirement from Client Organization

8. For a MSME organization:

- **a.** ITG at no stage shall become the beneficiary buyer for the goods being supplied by MSME to the PSU and other Government Departments through ITG's facilitation. ITG is not classified as 'buyer' in terms of section 15 & 16 of the MSMED Act, 2006 for the purpose of interest on delayed payment.
- **b.** PSU and other Government Departments being beneficiary 'buyer' of the goods are responsible for making the payment of the goods supplied by the supplier and also for the interest on delayed payment in terms of Section 15 & 16 of MSMED Act, 2006.
- c. No claims/ liability for the said supplies to be made by ITG for and on behalf of MSME shall be against ITG under MSMED Act, 2006 and its revisions as ITG is acting as agent of MSME.



CHAPTER 12 Pre Bid Queries Format

| Subject: No:. ITG-IT/SW/0676/EMP-SOFT/2020 | | | | | | |
|--|----------|----------------------------|----------------|-------------------------|--|--|
| Name of the Company/Firm: | | | | | | |
| Name of Contact Person Designation | | Address for Correspondence | Email-ID(s) | Tel. Nos. & Fax Nos. | | |
| | | | | | | |
| Query/Clarification | | | | | | |
| Sought: | | | | | | |
| | Tender | Tender | | Query/ | | |
| Sr. No. | Document | Document | Clause Details | Suggestion/ | | |
| | Page No. | Clause No | | Clarification | | |
| | | | | | | |

Note: Queries must be strictly mailed at email ID <u>gaurav.naik@gov.in</u> or <u>prasad.velip@itcgl.in</u> only in the prescribed format. Queries not submitted in the prescribed format will not be considered/responded at all by the tendering authority.



ANNEXURE-1 Bid Form

1. Addressed to:

| a. | Name of the Bidding authority | Managing Director |
|-----------|-------------------------------|---|
| b. | Address | Info Tech Corporation Of Goa Ltd (A Govt. Of Goa undertaking) |
| | | IT Hub, 3 rd Floor, Altinho, Panaji Goa-403001 |
| c. | Telephone | (0832) 2226042 / 2225192 |

NIT Reference: Tender No. ITG-IT/SW/0676/EMP-SOFT/2020

2. Other related details:

| Name of Bidder | with Office | | | | |
|----------------------|---|---|--|--|---|
| Address | | | | | |
| Name & Design | nation of | | | | |
| Authorized Sign | natory | | | | |
| Year of Establis | hment | | | | |
| Type of Firm | | Public | Private | Partnership | Proprietary |
| | | Ltd. | Ltd. | | |
| Put Tick (□) ma | ark | | | | |
| Telephone Number(s)/ | | | | • | |
| Mobile | | | | | |
| Website URL | | | | | |
| Fax No. | | | | | |
| Email Address | | | | | |
| Registered | Address | | | | |
| Office | Phone | | | Fax: | |
| Address in | Contact | | | l l | |
| Goa | Person | | | | |
| | Address Name & Design Authorized Sign Year of Establis Type of Firm Put Tick () ma Telephone Num Mobile Website URL Fax No. Email Address Registered Office Address in | Name & Designation of Authorized Signatory Year of Establishment Type of Firm Put Tick () mark Telephone Number(s)/ Mobile Website URL Fax No. Email Address Registered Address Office Phone Address in Contact | Address Name & Designation of Authorized Signatory Year of Establishment Type of Firm Public Ltd. Put Tick (□) mark Telephone Number(s)/ Mobile Website URL Fax No. Email Address Registered Office Address in Contact | Address Name & Designation of Authorized Signatory Year of Establishment Type of Firm Public Ltd. Private Ltd. Put Tick (□) mark Ltd. Telephone Number(s)/ Mobile Website URL Fax No. Email Address Registered Office Address in Address Contact | Name & Designation of Authorized Signatory Year of Establishment Type of Firm Public Ltd. Put Tick (□) mark Telephone Number(s)/ Mobile Website URL Fax No. Email Address Registered Office Address in Contact Core |

- 3. We agree to abide by all the conditions mentioned in this Bid Document issued by the Bidding Authority and also the further conditions of the said Bid Notice given in the attached sheets (all the pages of which have been digitally signed by us in token of acceptance of the terms mentioned therein).
- 4. Reproduced/ re-word-processed formats or Bidder's own formats for the price bids will disqualify the Bid. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- **5.** The validity period can be extended with mutual agreement.



| 6. | This Bid form and Terms & Conditions in token of acceptance along with duly filled |
|----|--|
| | etter of undertaking / declaration. |

| Signature | : |
|-------------|---|
| Name : | |
| Designation | : |
| Place | ; |
| Date& Seal | : |



ANNEXURE-2 Bidder Undertaking

(Indicative Format)

(Certificate to be issued by bidder on the company letterhead)

UNDERTAKING

To, **The Managing Director,**InfoTech Corporation of Goa Ltd,
IT HUB, 3rd Floor, Altinho, Panaji Goa.

Sub: Undertaking for participating in the tender reference: Tender No. ITG-IT/SW/0676/EMP-SOFT/2020/

| We, _ | <name firm="" of="" the="">, having a registered office at</name> | < <u>Office</u> |
|--------|---|-----------------|
| addre: | ss>, bearing registration no. <u><registration no.=""></registration></u> , state the | following |
| agains | st the tender for Empanelment of agencies for software solutions pro | viders for |
| variou | as Government Organizations of Goa. | |

- **1.** We hereby agree to strictly abide by the Terms & Conditions of the tender, and also to undertake full responsibility for providing services with onsite maintenance support.
- 2. We hereby confirm that we are presently neither blacklisted/barred by Government / Semi Government / Quasi- Government organization or Govt. Corporation on the date of notice inviting tender /Bid submission.
- **3.** We hereby confirm that we are not be convicted of an criminal offence by any competent court of law or the bidder should not have any pending cases filed against any Client nor suspended/Terminated on account of non-performance and/or defective/ dissatisfactory performance of contract in similar work at the time of issue of tender document for last three years.
- **4.** We hereby confirm that we are not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons at the time of issue of tender document for last three years



- **5.** We hereby confirm that we fulfilled our obligation to pay such as the taxes payable to the Central and the State Government or any local authority as specified in the Bidding Document, wherever necessary.
- **6.** We hereby confirm that we comply with the code of integrity as specified in the bidding document
- 7. We hereby also declare that all the particulars furnished by us in this Tender 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.
- **8.** We declare that the Eligibility cum Technical bid has been submitted without any conditions and strictly as per the conditions of the tender document and we are aware that the bid is liable to be rejected if it contains any other conditions.

| (Signature with seal / stamp of the company) | |
|--|--|
| Name: | |
| Designation: | |
| Place: | |
| Date: | |



ANNEXURE-3 Bidder Undertaking

(Indicative Format)

(Certificate to be issued by bidder on the company letterhead)

UNDERTAKING

To, **The Managing Director,**InfoTech Corporation of Goa Ltd,
IT HUB, 3rd Floor, Altinho, Panaji Goa.

Sub: Undertaking for participating in the tender reference: Tender No. ITG-IT/SW/0676/EMP-SOFT/2020/

| We,< <u>Name of the firm></u> , having a registered office at | < <i>Office</i> |
|--|-----------------|
| <u>address></u> , bearing registration no. <u><registration no.=""></registration></u> , state th | e following |
| against the tender for Empanelment of agencies for software solutions pa | roviders for |
| various Government Organizations of Goa. | |

We hereby agree to strictly abide by the Terms & Conditions of the tender, and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by ITG.

We choose to apply the following categories for empanelment under this opportunity:

| Sr. No. | Type of Jobs for which Empanelment is sought | Mention Yes or No |
|---------|---|-------------------|
| 1. | General Software Development (website, application, etc.) | |
| 2. | GIS Application Development | |
| 3. | Mobile Application Development | |
| 4. | Software Application Testing | |
| 5. | Website testing for WCAG , GIGW, W3C localization Standard compliance; Functionality and Load Testing | |
| 6. | Business Intelligence, Internet of Things, Data Warehouse and Data Mining/Analytics | |
| 7. | Operation and Maintenance support of already | |



| | developed applications | |
|----|---|--|
| | Social Media and related application development, | |
| 8. | Social Media Management in various Social Media Web series. | |
| 9. | Technical Document / Content Writer | |

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoG, our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

| (Signature with seal / stamp of the company) |
|--|
| Name: |
| Designation: |
| Place: |
| Date: |
| |