



## **Info Tech Corporation of Goa Ltd.**

(A Government of Goa Undertaking)  
(An ISO 9001:2015 & ISO 27001:2013 Certified Company)

**on behalf of**  
**The Department of Information Technology,**  
**Electronics & Communications**

# **Requests for Proposal (RFP)** **for** **A Study on the Start-up and IT** **Ecosystem in Goa**

RFP No. ITG-IT/0947/ Agency- Study Startup & IT Ecosystem/2022/2438 Dated: 20-12-2022

**Date of Issue: 20/12/2022**

**Last Date of Submission of Bids: 10/01/2023**

**Managing Director,**  
**Info Tech Corporation of Goa Ltd.**  
IT HUB, 3<sup>rd</sup> Floor, Altinho Goa 403 001  
Email: md-itg.goa@nic.in

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## DISCLAIMER

This Request for Proposal document (“RFP”) is issued by the Info Tech Corporation of Goa Ltd. to obtain bids for “A Study on the Start-up and IT Ecosystem in Goa”.

The information contained in this RFP or subsequently provided to the Applicants, whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the tender. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or

information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.


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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## SECTION I- NOTICE INVITING TENDER (NIT)

	<p><b>INFO TECH CORPORATION OF GOA LIMITED</b></p> <p>(A Govt. of Goa Undertaking)</p> <p>(An ISO 9001:2015 &amp; ISO 27001: 2013 Certified Company)</p> <p>IT HUB, 3<sup>rd</sup> Floor, Altinho, Panaji-Goa. Pin: 403 001 Telephone (Off): 0832 2226024/2224192 e-mail: <a href="mailto:md-itg.goa@nic.in">md-itg.goa@nic.in</a> Website: <a href="https://infotech.goa.gov.in">https://infotech.goa.gov.in</a></p>	 <small>URS is a member of Register of Standards Holding Ltd.</small>
<p style="text-align: center;"><b>NOTICE INVITING TENDER</b></p> <p style="text-align: center;"><b>(Electronic Mode Only)</b></p> <p style="text-align: center;"><b>RFP No. ITG-IT/0947/ Agency- Study Startup &amp; IT Ecosystem/2022/2438 Dated: 20-12-2022</b></p> <p>Info Tech Corporation of Goa Limited (ITG) on behalf of Department of Information Technology, Electronics and Communications (DITE&amp;C), Govt. of Goa, is inviting Request for Proposal (RFP) for <b>“Hiring of Agency to Undertake the Study of the Startup and IT Ecosystem”</b>. For details please log on to <a href="https://eprocure.goa.gov.in">https://eprocure.goa.gov.in</a>. All interested bidders are requested to register for the e-Tendering portal of Government of Goa, if not registered and should possess a Digital signature of Class III (Signing &amp; Encryption) for participation. The RFP will be available on e-Tendering portal from 20/12/2022 onwards.</p> <p>The last date &amp; time for submission of the bid online is <b>10/01/2023 up to 03.00 PM.</b></p> <p style="text-align: right;">Sd/-</p> <p style="text-align: right;">(Managing Director)</p>		

## SECTION II- BACKGROUND

- 2.1. Goa is a State on the Western Coast of India with a coastline of approx. 101 km. bounded by the State of Maharashtra, Karnataka and the Arabian sea. Goa is the smallest state of India with an area admeasuring 3,702 sq.km with a population of 14.58 Lakhs as per Census 2011. Goa has the highest GDP per capita as compared to all other states in India. Goa's cosmopolitan culture, impressive infrastructure, quality manpower, picturesque landscape, clean environment, and development orientation, not only makes Goa an ideal base for entrepreneurs to realize their dreams but will also play a key role in facilitating an environment that is supportive and makes the start-ups both technologically innovative and globally competitive.
- 2.2. One of the transformative factors of technology start-ups is its matchless potential to exponentially scale up, leading to large scale job creation. While the Government is committed to promoting entrepreneurs from Goa and generating employment for Goans, the Government is equally committed to inviting the best and the brightest entrepreneurial and technology minds from outside Goa to build a robust IT and Start-up ecosystem within the State. The aim of the Government is to make Goa one of the top 25 destinations for IT and ITeS industry in Asia in the near future.
- 2.3. M/s Info Tech Corporation of Goa Ltd. (ITG) on behalf of the Department of Information Technology, Electronics & Communications intends to appoint an agency (hereinafter referred to as "the Agency") to carry out a study on the Start-up and IT Ecosystem in the State, with respect to the companies present and operating, the effectiveness of the policies/ schemes/ incentives, growth of the companies, impact of these companies to the state economy and to suggest best practices for adoption to realise the vision of the state in making it a top destination for Start-up and IT/ ITeS companies.
- 2.4. This RFP shall include all further clarifications/ addendum issued, if any. Interested parties may request for the tender document through the website <https://eprocure.goa.gov.in>.
- 2.5. The Bid Documents should also be submitted to the Office of the Managing Director, before the date & time of Bid opening, in an A3 size envelope superscripted "RFP for A Study on the Start-up& IT Ecosystem in Goa".

- 2.6. In case of any addition/ deletion/ correction in the Tender Document, a CORRIGENDUM will be published on <https://eprocure.goa.gov.in> website.
- 2.7. Any correspondence in context to this RFP shall be forwarded to the above-mentioned address only and shall hold a subject as “Regarding RFP for A Study on the Start-up and IT Ecosystem in Goa”.
- 2.8. ITG reserves the right to withdraw the process or any part thereof, to accept or reject any/ all offer(s) at any stage of the process and/ or to modify the process or any part thereof or to vary any terms, without assigning any reasons whatsoever. No financial obligations will accrue to ITG in such an event.



### **SECTION III- INSTRUCTIONS TO BIDDERS**

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- 3.1. To view – Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Goa <https://eprocure.goa.gov.in>
- 3.2. The bidders participating first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process for the e-Tendering portal. The details of the e-tendering process are listed at Schedule 3.
- 3.3. All Bidders interested in participating in the online e-Tendering process are required to register and obtain Digital Signature Certificate (DSC) of class III (Signing and Encryption). The Tender should be prepared and submitted online using individual's digital signature certificate.
- 3.4. If any assistance is required regarding e-Tendering (registration/upload/download) please contact Government of Goa e-Tendering Help Desk.
- 3.5. If payments are made through RTGS, bidders are advised to make all the necessary payments (Tender Document, Tender Processing and EMD) at least 48 hours prior to the deadline, to avoid any 'technical' glitches.

## SECTION IV- ELIGIBILITY & RFP PROCESS

### 4.1. Eligibility Criteria

4.1.1 The agencies intending to bid shall fulfil the following qualification criteria:

- a) The Bidder should be a legal entity registered in India for last 5 years and shall have a valid Income Tax PAN and GST registration.
- b) The Bidder should have completed 'Similar Project/s' for any State or Central Government Department/PSU/Organization or Pvt. Sector Organization for
  1. At-least one project value of at least Rs. 50.00 lakhs.
  2. At-least two project value of at least Rs. 36.00 lakhs
  3. At-least two project value of at least Rs. 24.00 lakhs
- c) The Bidder should have an average annual financial turnover of Rs. 60 lakhs during the last three financial years ending March 2022.
- d) Should have relevant qualified manpower of at-least 20 (twenty) personnels.
- e) The Bidder should not have been black-listed at any point of time or currently be in the process of being black-listed by any Government Department, Undertakings and Agencies in India. There should also not be any criminal proceedings/conviction against the bidder at any point of time.

4.1.2 "Similar Project" means preparation of a report for the State/ Central Government on the Start-up and/ or IT ecosystem with respect to the companies operating, effectiveness of the policies/ schemes/ incentives, etc.

### 4.2. RFP Process

- a) The Info Tech Corporation of Goa Ltd. (referred to as "the Authority") is the Work Order issuing authority of this RFP.
- b) The RFP is only illustrative in nature and all narrations are intended to be used by the applicant as a preliminary background explanation. This RFP does not necessarily contain all relevant information and the Authority reserves the right to amend its requirement or the information contained in this document at any time during the RFP process and before the award of contract.

- c) The Authority, its advisors, or any of their representatives, offer no warranties in regard to this information contained in this RFP and shall not be liable for any loss or damage as it relates to this RFP for any applicant, potential applicant or any third party arising as a result of reliance on this RFP's information or any subsequent communication.
- d) If the Authority decides to select an applicant for the services, at that time, a detailed Work Order will be issued to the selected applicant, which is subject to review, re-consideration, amendment and/or change, based on the requirement of the Authority. This Work Order will not be made available until the selection of a successful Agency.
- e) Neither the RFP document nor any other related document shall constitute a contract or agreement with the Authority except, the awarded contract, as is specifically referenced in Schedule I.
- f) The Authority reserves the right and liberty to:
  - i. Rank the bidders as per the Best Bid;
  - ii. Correct/alter/add/modify/change/delete requirements from the Scope of Work at any stage before the award of contract;
  - iii. Accept or reject any or all Bids in its absolute discretion, without assigning any reason thereof;
  - iv. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished documents submitted by the bidder in response to this RFP or at any later stage or in the event any contravention by the bidder of the condition or criteria stipulated by the Authority, the appointment of the bidder shall stand terminated or cancelled and no further fees shall be payable or be paid by the Authority to the bidder and the Earnest Money Deposit/ Performance Security, as may be applicable, submitted by the bidder, shall be forfeited forthwith by the Authority without any further notice;
  - v. Recall or cancel the process of engagement of the bidder under the RFP at any time and to invite fresh bids in respect of the mandate herein proposed;
  - vi. Extend the time for submission of bids at its sole discretion at any

- time prior to the due date; and
- vii. Discontinue the services of the appointed bidder at any point of time on account of non-satisfactory performance by the bidder or any other reason, which the Authority feels appropriate.
  - g) The Authority will not be liable for any costs for the Bid Process of any applicant participating in this RFP, even if the bid is recalled or cancelled, for any reasons whatsoever.
  - h) The submission of a response to this RFP by any applicant or potential applicant confirms the applicant or potential applicant's acceptance of all terms and conditions of this RFP and the amended terms and conditions issued from time to time. Further, the Applicant acknowledges that the Applicant has:
    - i. Fully understood and examined the Scope of Work and other information made available in writing by the Authority to the Applicant for the purpose of the RFP.
    - ii. Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP.
    - iii. Satisfied itself as to the correctness and sufficiency of the RFP.
  - i) If the Applicant finds any discrepancy, error or omission in its RFP, the Applicant must notify the Authority in writing of such discrepancy, error or omission at or before the Pre-bid Conference on the date and time as mentioned in the Data Sheet.
  - j) Bidders to this RFP or their agent may not make any contact with any party employed by or directly associated with the Authority or any of its government partners as relates to this RFP. Any clarifications and all information will be via e-mail only to as mentioned in the Data Sheet.

## **SECTION V- COST OF TENDER**

5.1. A non-refundable Tender Document Fee of Rs. 7,000/- and Tender Processing Fee of Rs. 3,000/- is to be submitted. The bidder is required to make the necessary payments online only through e-payment mode via NEFT/RTGS/Net Banking on e-tendering website and directly credit the amount to M/s InfoTech Corporation of Goa Limited.

## **SECTION VI- EARNEST MONEY DEPOSIT**

- 6.1. The bidder shall deposit as part of the bid, an interest free Earnest Money Deposit (EMD) amounting to Rs. 2,00,000/- (Rupees Two Lakhs only) to be paid online through e-payment mode via NEFT/RTGS/Net Banking with Pre-Printed challans available on e-tendering website and directly credit the amount to ITG account as generated by challan for NEFT/RTGS.
- 6.2. Refund of EMD – The Earnest Money of unsuccessful bidder shall be refunded after final award of contract.
- 6.3. EMD of the successful bidder will be released after the bidder is empanelled, signs the contract and furnishes the Performance Security in accordance with clauses of this document.
- 6.4. The Earnest Money will be forfeited on account of one or more of the following reasons:
- a) The bidder withdraws its Bid during the validity period specified in RFP;
  - b) The bidder does not respond to requests for clarification of its Bid;
  - c) The bidder fails to provide required information during the evaluation process;
  - d) In case of a successful bidder, the said bidder fails to sign the Agreement in time or furnish the Performance Security;
  - e) The bidder materially alters the Bid during the Bid processing period;
  - f) In the event of any misstatement or misrepresentation being discovered or detected in the information furnished in the documents submitted by the bidder in response to this RFP or at any later stage or in the event of any contravention by the bidder of the condition or criteria stipulated by the Authority; and
  - g) In case the bidder has indulged in any fraudulent and corrupt practices.

## **SECTION VII- BID SCHEDULE**

The timelines of this RFP are listed below in the Data Sheet. The Authority retains the right to vary or discontinue the process or any part thereof at its absolute discretion.

### 7.1. Data Sheet

Sr. No.	Information	Details
1	Non- Refundable Tender Document Fee& Tender Processing Fee	Cost of Tender Document: ₹7,000/- Tender Processing Fee: ₹3,000/-
2	Publishing of RFP through e-tender	20/12/2022
3	Earnest Money Deposit (EMD)	₹ 2,00,000/-
4	Last date for submission of written queries for clarifications	28/12/2022 up to 12.00 Noon, through email only on email: <a href="mailto:md-itg.goa@nic.in">md-itg.goa@nic.in</a> & <a href="mailto:vishwesh.naik@nic.in">vishwesh.naik@nic.in</a> & <a href="mailto:gaurav.naik@gov.in">gaurav.naik@gov.in</a>
5	Pre-bid conference	29/12/2022 at 3:00 pm, Conference Hall, Info Tech Corporation of Goa Ltd.
6	Release of response to clarifications (by email only)	03/01/2023
7	Last date (deadline) for receipt of proposals in response to RFP Notice	10/01/2023 by 3:00 pm
8	Place, Time and Date of Opening of Technical proposals received in response to the RFP notice	12/01/2023 at 3:30 pm Conference Hall, Info Tech Corporation of Goa Ltd.
9	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	Shall be intimated to all the technically qualified bidders at a later date
10	Contact Person for queries	Vishwesh Naik, Dy. Manager –Acccts. & Admin OR Gaurav Naik, Asst. Manager-SW
11	Addressee and Address at which proposal in response to RFP notice is to be submitted	The Managing Director, Info Tech Corporation of Goa Ltd. IT Hub, 3 <sup>rd</sup> Floor, Altinho, Panaji-Goa 403 001

### 7.2. Pre-Bid Conference

The Authority will host a Pre-Bid conference as per the date stipulated in the Data Sheet. The representatives of the interested organisations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP. The Authority shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference.

### 7.3. Response to Bidder's Queries

- a) All enquiries from the bidders relating to this RFP must be submitted via email. The queries should necessarily be submitted in the following format:

RFP No:			
<<Name & Address>>			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of submitting person	Full formal address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
Sr. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	Points of Clarification required.

- b) The Authority shall not be responsible for ensuring that bidders' enquiries have been received by them. The Authority shall provide a complete, accurate, and timely response to all questions to all the bidders. However, the Authority makes no representation or warranty as to the completeness or accuracy of any response, nor does the Authority undertake to answer all the queries that have been posed by the bidders. All responses given by the Authority will be distributed to all the bidders.



## **SECTION VIII- SUBMISSION OF PROPOSAL**

- 8.1. All documents are to be uploaded online in PDF.
- 8.2. The Applicant is required to upload:
  - a) Pre-Qualification documents to be uploaded as required under Section IX
  - b) Technical Bid documents to be uploaded as required in Section IX.
  - c) Financial Bid is to be filled online as per prescribed format in Appendix III of Schedule IV.
- 8.3. Applicants are also required to submit one printed copy of the above documents with the exception of Financial Bid. Bidder must ensure that the information uploaded online is identical to that submitted in the original paper bid documents. In case of any discrepancy observed by the Authority in the contents of the electronic copy and original paper bid documents, the information furnished on original paper bid documents will prevail.
- 8.4. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc. and in case of any correction, the same has to be authenticated and initialized.
- 8.5. Bidder must ensure that the Technical Bid soft copies do not contain any financial items / Prices.
- 8.6. The sealed envelope containing the Technical Bid must be received by the Authority, between 9.30 a.m. to 5.30 p.m. during working hours on any working day as per the schedule mentioned in the Data Sheet. Envelope/ Document received after the stated time and date will be rejected and returned unopened.
- 8.7. The Bids should be delivered in a plain sealed package clearly endorsed with the enclosed RFP Return Label, as follows:

**“Confidential RFP Documentations Do Not Open: RFP for A Study on the Start-up& IT Ecosystem in Goa”**
- 8.8. The bid should be unconditional. In case of any condition, the bid shall be treated as non-responsive and be disqualified.
- 8.9. The bid should be only in the prescribed format.

- 8.10. The Bid Cover should carry the complete name and address of the bidder, along with the telephone, fax and e-mail address.
- 8.11. In the event of the receipt of the Bid, after the due date, the Bid Cover shall be returned “Unopened” to the bidder.
- 8.12. Submission of the bid shall be in accordance to the instructions given in the table below:

Envelope	Details
Availability of Tender Documents	For downloading the Tender Document and for participation, please visit our e-tender website <a href="https://eprocure.goa.gov.in">https://eprocure.goa.gov.in</a> . The bidders are expected to examine all instructions, forms, terms, requirements and other information in the RFP documents.  Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid EMD.
Registration of vendors	The bidders are required to register with <a href="https://eprocure.goa.gov.in">https://eprocure.goa.gov.in</a> . The intending bidder must have a valid digital signature to submit the Bid.
EMD	Earnest Money Deposit of ₹2,00,000/-to be paid online only through e-payment mode via NEFT/RTGS/Net Banking with Pre-Printed challans available on e-tendering website and directly credit the amount to ITG account as generated by challan for NEFT/RTGS.
Tender Document Fee and Tender Processing Fee	To be paid online only through e-payment mode via NEFT/RTGS/Net Banking on e-tendering website and directly credit the amount to the InfoTech Corporation of Goa Limited.

- 8.13. Rejection Criteria: The Authority will not accept delivery of proposal in any manner other than e-Tendering process. Proposal delivered in any other manner shall be treated as defective, invalid and be rejected.

8.14. Besides other conditions and terms highlighted in the Tender document, bids may be rejected under following circumstances:

1. Pre-Qualification/ Technical

- a) Bids providing information that is found to be incorrect/ misleading at any stage/time during the Tendering process.
- b) Bid containing financial details.
- c) Bids that reveal prices in any form or by any reason before opening the Financial Bid.

2. Financial

- a) Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
- b) Bids submitted through other than online mode.
- c) Bids which do not confirm unconditional validity of the bid for 120 days from date of opening of bid.
- d) Bids in respect to which the bidder does not accept the Authority's rectification of arithmetic discrepancies in the Financial bid, if any.

3. Other

- a) Bids that do not confirm unconditional acceptance of the terms and conditions of the Tender and any aspect required to be performed by the Bidder.
- b) Bids in which the bidder seeks to influence the Authority, bid evaluation, bid comparison or contract award decisions.

## **SECTION IX- DOCUMENTS TO BE SUBMITTED**

9.1. The “Pre-Qualification” documents should have the following:

- a) Tender Document Fee.
- b) Tender Processing Fee.
- c) Earnest Money Deposit (EMD).
- d) Duly filled Response Sheet as per Form 1 to Form 6 in Appendix I of Schedule 4.
- e) Certificate of Incorporation.
- f) GST Registration and the Application Reference Number (ARN) generated on GST common portal after filing the latest return.
- g) Valid Income Tax PAN.

(NB: NO CONSORTIUM ALLOWED)

9.2. The “Technical Bid” should have the Duly filled Response Sheet as per Form 7 to Form 12 in Appendix II of Schedule 4.

9.3. The Financial Bid should be submitted through online mode only.

9.4. The Technical Bid shall be opened only for those who meet the minimum qualifying criteria as per Pre-Qualification.

9.5. The Financial Bid shall be opened for the bidders meeting the minimum threshold in the Technical Bid evaluation.

9.6. The proposals shall be valid for a period of 120 days from the date of opening of the financial proposals.

9.7. There may be circumstances where the Authority may solicit the bidder's consent for an extension of the validity period, the request and the responses thereto shall be made in writing or by email.

## **SECTION X- GUIDING PRINCIPLES**

- 10.1. Within a week of the award of contract, key members of the successful Agency's Team will work with the Authority and in developing the plan of action.
- 10.2. During the tenure of the contract period, the bidder shall serve the Authority on the terms of this Agreement with all due and proper diligence (acting dutifully and in good faith) observe all reasonable instructions given by the Authority as to its activities under this Agreement and act in the Authority's interests.

## **SECTION XI- EVALUATION OF BIDS**

- 11.1. A tiered evaluation procedure will be adopted for evaluation of proposals. All those bidders who have cleared the Pre-Qualification shall qualify for the Technical Bid evaluation.
- 11.2. The Authority will review the Technical Bids of the short-listed bidders to determine whether the Technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. The Authority may seek inputs from their professional, external experts in the Technical and Commercial evaluation process.
- 11.3. The Authority shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
- 11.4. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
- 11.5. PHASE I: TECHNICAL BID
- The Technical bid will be opened only after the bidder has met the requirements of the pre-qualification bid (eligibility criteria).
  - The technical bid will be analysed and evaluated based on experience of the bidder in similar type of projects, profile of resources and a Presentation covering the Bidder's understanding of the approach and methodology.
  - The technical bid marks shall be assigned to each bid on the total of the marks received in under Technical bid components on the basis of evaluation matrix described below:

Parameter	Max. Marks
<b>For Experience (w.r.t. clause 4.1.1.b)</b>	<b>(Max 35 marks)</b>
Towards satisfying Min. Criterias from Sr. No. 1 to Sr. No. 3	20 marks
For every project and additional project above >=40 lakhs	5 marks

<b>For manpower (w.r.t. clause 4.1.1.d)</b> With manpower =20 personnels	<b>(Max 25 marks)</b> 15 marks
With manpower from 21 to >=40 personnels	20 marks
With manpower from 41 to >=50 personnels	25 marks
<b>Approach and Methodology of the Bidder (to be evaluated through a Presentation)</b> <ul style="list-style-type: none"> <li>• Detailed Project Plan and Roadmap for execution of Scope of Work</li> <li>• Proposed Event Plan</li> <li>• Adoption of Best Practices for Research Report</li> </ul>	<b>Max 40 Marks</b>
<b>Total Marks</b>	<b>100</b>

- iv. The Minimum Qualification Score required in the Technical Bid Evaluation to be eligible for the Commercial Bid Evaluation is 70.
- v. Bids receiving marks greater than or equal to the Minimum Qualification Score in the Technical Bid will be eligible for the opening of the Commercial Bid. If required, the Authority may seek specific clarifications from any or all bidder(s) at this stage. The Authority shall determine the bidder(s) that qualify for the next phase after reviewing the clarifications provided by the bidder(s).
- vi. The bids of bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Technical bid marks and declared “Technically Qualified Bids”. The Technical Bid Score “ST” of the bidder shall be derived as under:

$$S_T = (T / T_H), \text{where}$$

$S_T$  = The Technical Bid score

$T$  = The Total Technical Bid score of the bid under consideration

$T_H$  = The Highest total Technical Bid score amongst all evaluated bids

#### 11.6. PHASE II: COMMERCIAL BID

- i. The financial proposal shall comprise of the financial quote of the Bidder, which is calculated by taking into consideration efforts required by the Agency to fulfil the specified scope of work.
- ii. The Bidders shall submit their quote which shall be exclusive of taxes.

- iii. Financial Proposal should not have any conditionality attached or deviations from the Price Quote format as indicated in the Bid document. Bids with conditions attached may be treated as non-responsive and liable for rejection at the discretion of the Authority.
- iv. Evaluation will be done only on the total cost quoted by the PR Agency.
- v. In this phase, the Commercial Bids of the bidder, who are technically qualified in Phase I, shall be opened in the presence of one representative each from the respective bidders who choose to attend. The name of the bidder and the quoted fees shall be read aloud and recorded.
- vi. The commercial bid of those whose technical bids qualify are opened, and would be evaluated as per the following:

$$S_c = (C_L/C), \text{ where}$$

$S_c$  = The Commercial Bid score

$C_L$  = The lowest Commercial Bid value amongst all evaluated bids

$C$  = The Commercial Bid value of the bid under consideration

- vii. All such technically qualified bids shall be evaluated.

#### 11.7. PHASE III: COMBINED EVALUATION OF TECHNICAL AND COMMERCIAL BIDS

- i. The total score of the bidder will be determined as under:  

$$\text{Total Score } (T_s) = (60 \times S_T) + (40 \times S_c)$$
- ii. The Bid of the bidder, who obtains the highest TS value, will be rated as the Best Bid (TI) and will be awarded the contract. In the event of a tie, the bid with the highest Technical score (ST) will be rated as the best bid. Beyond that, the Authority will decide the matter in its full discretion.



## **SECTION XII- DECLARATION OF SUCCESSFUL BIDDER**

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- I2.1. The Bid of the bidder, who has been declared “Best Bid(TI)”, will be awarded the Contract.
- I2.2. The Authority reserves the right to accept and/ or reject any bid, and to annul the Tender process and reject any or all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder or bidders and any obligation to inform the affected bidder or bidders of the grounds for the Authority’s action.

### **SECTION XIII- NOTIFICATION OF AWARD**

- 13.1. Prior to the expiration of the period of bid validity, the Authority will notify the successful bidder in writing by registered letter or by email or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 13.2. The notification of award will constitute the formation of the contract.
- 13.3. Upon the successful Bidder's furnishing of Performance Security, the Authority will discharge the Bid Security.
- 13.4. At the time the Authority notifies the successful bidder that its bid has been accepted, the Authority shall send a Letter of Award incorporating all requirements of the Authority.
- 13.5. The Contract would conclude upon the fulfilment of all deliverables and a completion certificate to be issued by the Authority.
- 13.6. On expiry of the Term of Agreement or termination, the Agency shall handover all documents, report, data captured through primary and secondary resources to the Authority.

## **SECTION XIV- PERFORMANCE SECURITY**

- 14.1. To ensure due performance of the Contract, Performance Security is to be obtained from the bidder, which has been selected.
- 14.2. Bidder, to which Letter of Award is issued, shall have to furnish a “Performance Security” which shall be 10% of the quoted fees. The performance security has to be submitted within 15 days of receipt of the Letter of Award.
- 14.3. The Performance Security should be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank (format enclosed at Schedule- 2).
- 14.4. The Performance Security shall be valid until 9 months from the date of Award or until the completion of the entire scope of work, whichever may be later.
- 14.5. The Successful Bidder is required to deposit the Performance Security within the stipulated time, failing which a penalty of ₹10,000/- per day will be charged from the applicant. Further, if the Successful bidder fails to submit the Performance Security within 30 days (i.e. 15 days’ initial time for submission + 15 days added time with the penalty @ ₹10,000/- per day), the Offer issued to the party would stand revoked/ withdrawn.
- 14.6. Failure to comply with the requirements to the terms of the RFP, as per the judgment of the Authority, shall constitute sufficient grounds for the forfeiture of the Performance Security.
- 14.7. The “Performance Security” shall be released after completion of the Contract and provided further that there is no breach of the contract on the part of the bidder.
- 14.8. No interest or cost will be paid on the Performance Security.

## **SECTION XV- TERMS OF PAYMENT**

- 15.1. The Agency shall submit an invoice upon completion of the entire scope of work and certification of works by the concerned authority/officials for satisfactory completion.
- 15.2. Payment shall be made by the Authority within one month of submission of the bill by the Agency, on receipt of payment from DITE&C.
- 15.3. GST would be paid at the prevalent rates on actual basis.
- 15.4. Payments shall be subject to deductions of any amount for which the agency is liable for non-delivery or for unsatisfactory delivery.

## **SECTION XVI- SCOPE OF WORK**

- 16.1. The Agency shall carry out a study on the Start-up and IT Ecosystem in the State, with respect to the companies present and operating, the effectiveness of the policies/ schemes/ incentives, growth of the companies, impact of these companies to the state economy and to suggest best practices for adoption to realise the vision of the state in making it a top destination for Start-up, IT and ITeS.
- 16.2. This Report shall be presented at an Event to be held where panel discussions and speaker sessions would be held. The contract period would conclude upon the conclusion of the Event with all deliverables.
- 16.3. For fulfilment of the scope, the Agency would be required to undertake the following deliverables:
- (a) **Research Report:** A comprehensive report covering but not limited to the following aspects:
- Consolidation of bare data of Start-up and IT companies present/ operating in the State
  - Analysis on the effectiveness of the policies, schemes and competitive advantage of the state/ focus sectors
  - Evaluation of the growth of Start-up and IT companies in the State
  - Impact of Start-up and IT companies to the State Economy
  - Examination of the incubators and accelerators and their impact on Start-ups
  - Role of the State as a facilitator
  - Showcasing the ability of start-ups to participate in government tenders

Upon the publication of the Report, key attractive highlights and features, testimonials, should be plotted on social media and through news articles on prominent platforms and should have a reach of at least 100K with a readership of at least 10k.

- (b) **Organising Workshops:** The Agency shall organise four workshops by industry leaders and Subject Matter Experts who have an hands-on experience

on emerging technologies in the State at different locations. The target audience would be the students, faculty and start-ups. Each workshop should have at least 100 people in attendance.

(c) **Publication of Articles:** The Agency shall carry out the publication of article and news stories on the positives of Goa Start-up and IT policies, success stories and reasons why Goa should be the ideal tech destination on prominent platforms, magazines and newspapers. The content would include quotes/ opinions from the influential industrial leaders and Government of India stakeholders. At least two articles should be covered on renowned national newspaper like; The Hindu, Indian Express, Times of India or the Hindustan Times. There should be publication of at least 20 articles.

(d) **Coverage on Website and social media:** The Agency shall cover positive stories related to the Start-up and IT ecosystem like motivational and success stories, workshops, and others matter as may be decided jointly with the Authority. These stories shall be in the form of blogs, interviews, articles, guest op-eds and infographics. The language shall be in English.

There should be a minimum of 50 unique stories/ posts on social media and at least 25 of these stories/ posts should be shared by top influencers in the Country who have at least 100k followers from Country.

(e) **Interviews and Promotional Videos:** The Agency shall cover video interviews with stakeholders in the Start-up and IT Ecosystem in the State and Country and create promotional videos. These will be physically shot, pre-recorded and shall be suitably edited prior to publication.

The agency shall shoot at least 10 such videos, with at least 05 of these having been viewed by an audience of 5 million.

(f) **Event:** The Agency shall organize a two-day event with eminent speakers from the country and at least four international speakers of repute on emerging

technologies and its adoption. The Report would be presented at this Event. The Event would have panel discussions and speaker sessions with the objective of projecting the State as the most suitable destination for Start-up, IT & ITeS.

The activities that would be carried out for the Event would include:

- i. Pre-Event:
  - Curate a speaker list from industry who are leaders and experts in their domain and onboarding them
  - Content curation for panels and interviews for events
  - Moderators for the panel discussion
  - Article about the event and speakers participating
  - Interview with speakers and stakeholders
  - Guest-authored articles
  - Media coverage, banner-ads and social media promotion
  - Video teasers
  - All required creatives
- ii. During Event:
  - Live Event coverage
  - Speaker onboarding for panels
  - Content curation in terms of messaging and positioning
- iii. Post Event:
  - Media coverage
  - Interview bytes with attendees and speakers
  - Futuristic outlook interviews with event stakeholders
  - Post event video with statistics and impact

## **SECTION XVII- TERMS AND CONDITIONS**

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- 17.1. All the information/ details to be supported by authentic documents duly certified by the authorized signatory;
- 17.2. The Authority reserves the right to reject any or all Bids in its absolute discretion, without assigning any reason thereof, and further reserves the right to add/ delete/ modify any one or more of the terms and conditions or the scope of work contained herein or the Agreement proposed to be entered in to by the Authority with the bidder;
- 17.3. The Authority reserves the right to re-call or cancel the process of appointment of bidder under this advertisement/ RFP at any time and to invite fresh bids in respect of the mandate herein proposed;
- 17.4. The Authority reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date;
- 17.5. Save as expressly authorized by the Authority in writing, the successful Agency shall not without the Authority's prior express approval incur any liabilities on behalf of the Authority nor pledge the credit of the Authority nor make any representations nor give any warranty on behalf of the Authority;
- 17.6. The mere submission of bids in response to this RFP by a bidder, or the rejection thereof by the Authority in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between the Authority and the bidder or give or be deemed to give rise to any cause or grievance of the bidder against the Authority and further shall not for any reason and in any manner confer on the bidder any right or entitlement to raise any disputes regarding any term or condition contained herein nor in respect of any act or omission or decision taken by the Authority;
- 17.7. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/ documents submitted by the bidder in response to this advertisement/ RFP or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by the Authority, the appointment of the bidder shall stand terminated/ cancelled and the



Earnest Money Deposit/ Performance Guarantee, as applicable, submitted by the bidder shall be forfeited forthwith by the Authority without any further notice.

- 17.8. The bidder must strictly comply with all terms and conditions herein.
- 17.9. The Authority reserves the right to call upon any or all bidders to satisfy the Authority regarding the correctness and genuineness of any document submitted or information furnished by the bidder or may call for any additional document/ information from the bidders to verify the information provided by the bidder or may further seek any clarification or elaboration from the bidder at any time; however, this shall not be construed to confer any kind of right or entitlement to the bidder to submit any additional document/ Information after the submission of its Bid.
- 17.10. The Authority may call upon any or all the Applicant bidder/s to make a presentation to the Authority in respect to its capabilities represented by the bidder at any time prior to the finalization of the Bid; any bidder who refuses to or otherwise neglects to make such presentation to the Authority shall not be considered for any further evaluation and shall stand disqualified.
- 17.11. Any and all information contained in the Bid document has been furnished by the Authority in good faith and with the sole objective to assist the bidder to assess and respond to the RFP invited by the Bid Document.
- 17.12. The selected bidder shall undertake not to divulge any information, document, etc., of the Authority to any third party, except when permitted in writing by the Authority. The bidder for itself and for every employee/professional engaged by the bidder for the work of the Authority, shall undertake to maintain the highest degree of confidentiality with regard to all matters of the Authority.
- 17.13. Confidentiality of Information:  
The bidder is not authorized to waive or release any privilege or other protected information, confidential, secret, or otherwise, obtained from or on behalf of the Authority. The bidder is to keep all privileged or secret information confidential. This requirement is perpetual, i.e., it will continue even after the termination of the relationship and this Agreement. This requirement is also intended to prohibit the bidder from using information obtained from or on behalf of the Authority or its successors or assigns, including work product prepared at the Authority's

expense for other clients of the bidder without the Authority's advance written approval. The bidder is not authorized to identify the Authority as a client, e.g., for purposes of marketing or for advertising, without the Authority's prior approval. Upon termination of the representation, the bidder agrees to return promptly all information obtained from or on behalf of the Authority to the Authority. The bidder is not authorized to communicate with the public, including the press, about the Authority or this matter without the advance approval of the Authority.

**17.14.** The bidder shall keep strictly confidential, not disclose to any third party and use only for the purposes of this Agreement all information relating to this Tender (whether Technical or Financial) and to the affairs and business of the Authority whether such information is disclosed to the bidder by the Authority or otherwise obtained by the bidder as a result of its association with the Authority. The bidder also agrees to take all reasonable precautions, including the establishment of appropriate procedures, to safeguard in strictest confidence the information, including limiting disclosure of the information to those advisors and employees who are actively and directly participating in the evaluation of a transaction. Any document or information provided to the bidder is presumed to be confidential and subject to the terms of the Agreement.

**17.15. Termination:**

The contract may be terminated only upon written valid Notice.

**17.16. Return of Materials:**

Immediately upon termination or expiration of this Agreement, or upon written request of the Authority, the bidder must return all Confidential Information, all documents or tangible media containing any such Confidential Information, any and all copies or extracts thereof and permanently erase such materials in intangible form.

**17.17. Conflict of interest:**

The bidder shall not have a conflict of interest that may affect the selection process. If the bidder is found to have a conflict of interest, he shall be disqualified and the EMD shall be forfeited as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, the time, cost and effort of the Authority including consideration of the bidder's

proposal. The Authority may also consider blacklisting the Agency from participating in any other tenders.

**17.18. Ownership of the bidder files and work product:**

- a) The bidder understands that all files and work product prepared by the bidder at the expense of the Authority is the property of the Authority. Without the Authority's prior written approval, this work product may not be used by the bidder nor disclosed to others, except in the normal course of the bidder's representation of the Authority in this matter. The bidder agrees that the Authority owns all rights, including copyrights, to materials prepared by the Authority or by the bidder on behalf of the Authority.
- b) Upon termination of this Agreement for any reason, the bidder shall immediately cease to describe itself as are presentative of the Authority and cease to use all such trademarks or trade or brand names in any manner whatsoever (including without limitation on stationery or vehicles) for which consent was granted and shall return to the Authority or otherwise dispose of at the Authority's direction free of any charge all printed matter displaying such trademarks or trade or brand names in the successful Agency's possession.

**17.19. Governing law, modification of this Agreement, entire agreement:**

This Agreement is to be interpreted in accordance with the laws of India and with the ethical requirements of that jurisdiction. Only the Courts in Panaji, Goa shall have exclusive jurisdiction in case any dispute arise between the Authority and the bidder. The relations between the parties shall be governed by the applicable laws of India.

**17.20. No Rights Granted:**

The parties recognize and agree that nothing in this Agreement will be construed as, granting any property rights, by license or otherwise, to any Confidential Information of the Authority, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue based on such Confidential Information. Other than as expressly permitted by a separate written agreement between the parties, neither party will make, have made, use, distribute or disseminate for any purpose any product or other item

using, incorporating or derived from any Confidential Information of the Authority.

**17.21. Non-collusive bidding certification**

By submission of this bid, bidder and each person signing on behalf of bidder, certifies as to its own organization, under penalty of perjury, that to the best of his/ her knowledge and belief:

- a. The offer to this proposal has been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such offer with any other bidder or with any competitor;
- b. Unless otherwise required by law, the offer in this proposal has not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

## **SECTION XVIII- GENERAL CONDITIONS OF CONTRACT (GC)**

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### **A. General Provisions**

#### **I. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

I.1 “Applicable Law” means the laws and any other instrument having the force of law in India for the time being.

I.2 “Agency” means any entity that will undertake the Contract as per this RFP.

I.3 “Contract” means the Contract signed by the Parties and all the attached documents listed in this General Conditions (GC) and the Special Conditions (SC).

I.4 “Day” means calendar day.

I.5 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 11.

I.6 “Foreign Currency” means any currency other than Indian National Rupees.

I.7 “GC” mean these General Conditions of Contract.

I.8 “Government” means the Government of India/Government of Goa, as the case may be.

I.9 “Local Currency” means Indian National Rupees.

I.10 “Party” means “the Info Tech Corporation of Goa” or the Agency, as the case may be, and “Parties” means both.

I.11 “Services” means the work that is carried out by the Agency as per the obligations required to be met, pursuant to this Contract outlined in the Scope of Work.

I.12 “Third Party” means any person or entity other than the Info Tech Corporation of Goa or the Bidder.

I.13 “In writing” means communicated in written form with proof of receipt.

1.14 “The Authority” means the Info Tech Corporation of Goa.

1.15 “Applicant or Bidder” means a party that submits, or intends to submit a Bid.

1.16 “Scope of Work” means the scope of work required to be carried out by the Agency.

1.17 “Letter of Award” means the written order resulting from this RFP issued by the Authority;

1.18 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;

1.19 “Bid” means a Bid submitted in response to this RFP;

1.20 “RFP” means this Request for Proposal;

1.21 “Desirable” means a requirement having a significant degree of importance to the objective of the RFP;

1.22 “Department” means the Department of Information Technology, Electronics & Communications, Government of Goa

### **Application:**

**These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Authority shall be final and binding on the Bidders.**

## **2. Relationship between the parties**

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Authority and the Agency. The Agency, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **3. Law governing contract**

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India and Goa.

#### **4. Headings**

4.1 The headings shall not limit, alter or affect the meaning of this Contract.

#### **5. Notices**

5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/speed post/email to such Party at the address specified.

5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified.

5.3 All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **6. Location**

6.1 The Services shall only be performed at such locations as is specified by the Authority and where the location of a particular task is not so specified, at such locations, as the Authority may approve.

#### **7. Authorized representatives**

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Agency may be taken or executed by the officials specified as authorised representatives.

#### **8. Taxes and duties**

8.1 The Agency and its Personnel shall be liable to pay such direct and indirect taxes, duties, fees, cess, surcharge, levies and other impositions levied under the applicable laws of India and Goa at present or in future as may be applicable.

#### **9. Fraud and corruption**

9.1 **Definitions:**

It is the Authority's policy to require that the Authority as well as the Agency and all its members observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Authority defines, for the purpose of this provision, the terms set forth below as follows:

9.1.1 "Corrupt practice" means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Authority's official in the selection process or in contract execution;

9.1.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

9.1.3 "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Authority, designed to establish prices at artificial, non-competitive levels;

9.1.4 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract; and

## **10. Measures to be taken by the Authority**

10.1 The Authority may terminate the contract, if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

10.2 The Authority may also issue sanction against the Agency, including declaring the Agency ineligible, to be awarded a contract, if it at any time determines that the agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Authority's contract.

## **B. Commencement, Completion, Modification and Termination of Contract**

### **11. Effectiveness of contract**

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Notification of the Award.

### **12. Commencement of services**



12.1 The Agency may begin carrying out the Services from the Effective Date.

### **13. Expiration of contract**

13.1 Unless terminated earlier pursuant to Clause GC 18 hereof, this Contract shall expire at the end of the Contract period and after completion of all contractual obligations.

### **14. Entire Agreement**

14.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

### **15. Modification or Variations**

15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation in the scope of work may only be made by written communication by the Authority, provided that such variation is within the scope of work agreed upon.

15.2 In cases of substantial modifications or variations, the prior written consent of the Authority is required.

15.3 Nothing in this clause relieves or suspends the Agency from its obligation to deliver the services in accordance with this Agreement.

### **16. Force Majeure**

#### **16.1 Definition**

16.1.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of the Parties, is not foreseeable, is unavoidable and not brought about at the instance of, the Party claiming to be affected by such event and which has caused non-performance or delay in performance. Such events may include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, quarantine or other extreme adverse weather conditions, strikes, lock outs or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Parties invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

16.1.2 Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of any of the Parties, its agents or employees, nor (ii) any event which the Parties could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

16.1.3 Subject to Clause 16.1.2 Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## **16.2 Measures to be taken**

16.2.1 The Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

16.2.2 If the Agency notifies the Authority about an event of Force Majeure, the Authority shall examine and convey its agreement within a period not later than 7 days from receipt of such a Notice.

16.2.3 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause 32.

16.2.4 The payment of Annual Retainer Fee shall stand suspended during the period of Force Majeure condition, if it persists for more than seven (7) days.

16.2.5 During the period of the Agency's inability to perform the services as a result of Force Majeure, the Agency shall continue to render services to a reasonable extent possible, with instructions from the Authority.

16.2.6 The period of Contract shall be extended for a period equal to the time the Agency was unable to perform, as a result of Force Majeure.

16.2.7 If an event of Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled, though not being obliged, to terminate the Agreement by giving a notice of thirty (30) days to the party

## **17. Notice of Termination:**

17.1 The Authority may, by written notice of termination, terminate the Contract with the Agency here under, if the Agency fails to perform any of its obligations under this Contract, provided that such notice of termination(i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice.

17.2 If the Agency remedies the defect/ failure as brought forth in the Notice of Termination and within thirty (30) days of the Notice, to the satisfaction of the Authority, the Notice shall be revoked by the Authority.

## **18. Terminations**

18.1 The Authority may terminate this Contract in case of the occurrence of any of the events specified below this clause:

18.1.1 If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of termination pursuant to Clause GC 17 hereinabove

18.1.2 If the Agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.

18.1.3 If the Agency fails to comply with any final decision reached as a result of proceedings pursuant to Clause GC 32 hereof.

18.1.4 If the Agency, in the judgment of the Authority, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

18.1.5 If the Agency, submits to the Authority a false statement which has a material effect on the rights, obligations or interests of the Authority.

18.1.6 If the Agency, places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.

18.1.7 If there is non-performance during the term of Contract as required in the Scope of Work.

18.1.8 Notwithstanding anything herein, the Authority reserves the right to terminate this Contract by written notice to the Agency on any other reasonable grounds with a notice period of 90 days.

## **18.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 18 hereof, or upon expiration of this Contract pursuant to Clause GC 13 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 21 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 24 hereof, and (iv) any right which a Party may have under the Law.

## **18.3 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 18.1 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Agency and equipment and materials furnished by the Authority, the Agency shall proceed as provided, respectively, by Clauses GC 26 or GC 27 hereof.

## **18.4 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 18.1 hereof has occurred, such Party may, within five (5) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 32 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting decision under Clause GC 32.

## **C. Obligations of the Agency**

### **19. General**

#### **19.1 Standard of Performance**

19.1.1 The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and as legally permissible.

### **20. Conflict of Interest**

20.1 The Agency shall hold the Authority's interests' paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a

conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Authority and seek its instructions.

#### 20.2 Prohibition of conflicting activities.

The Agency shall not engage and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **21. Confidentiality**

21.1 Except with the prior written consent of the Authority, the Agency and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the term of License, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **22. Liability of the Agency**

22.1. Subject to additional provisions, if any, the Agency's liability under this contract shall be provided by the Applicable Law.

### **23. Insurance to be taken out by the Agency**

23.1 The Agency shall take out and maintain insurance, at their own cost, if any of it is mandated and becomes necessary as a part of rendering services under the Contract.

### **24. Accounting, Inspection and Auditing**

24.1 The Agency(i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Authority or its designated representative and/or the Authority, and upto two years from expiration or termination of this Contract, to inspect the same and take copies thereof as well as to have them audited by auditors appointed by the Authority.

### **25. Reporting obligations**

25.1 The Agency shall submit to the Authority the reports and documents as may be required during the signing of the Contract.

### **26. Documents prepared by the Agency to be the property of the Authority**

26.1 All plans, designs, reports, other documents prepared by the Agency, if any, for the Authority under this Contract shall become and remain the property of the Authority and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. The Agency shall not use any such document anywhere, without taking permission, in writing, from the Authority and the Authority reserves right to grant or deny any such request.

## **27. Equipment, Vehicles and Materials furnished by the Authority**

27.1 Equipment, vehicles and materials made available to the Agency, if any by the Authority, or purchased by the Agency wholly or partly with funds provided by the Authority, shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Authority an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the Authority in writing, shall insure them at their own expense in an amount equal to their full replacement value.

## **D. Obligations of the Authority**

### **28. Assistance and exemptions**

28.1 Unless otherwise specified in the SC, the Authority shall:

28.2 Provide the bidder and Personnel with work permits and such other documents as shall be necessary to enable the bidder or Personnel to perform the Services.

28.3 Issue to officials, agents and representatives of the Department all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

28.4 Provide to the bidder and Personnel any such other assistance.

### **29. Change in the applicable law related to taxes and duties**

29.1 The payment payable hereunder is to be paid to the Authority after including all applicable taxes, under law. If, after the date of this Contract, there is any change in

the Applicable Laws of India with respect to taxes and duties, the payments shall be subject to such change and cost of such change shall be incurred by the Agency.

## **E. Fairness and Good Faith**

### **30. Good Faith**

30.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **31. Operation of the Contract**

31.1 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without being detrimental to the interest of either of them, but no interpretation of failure on any action pursuant to this Clause shall give rise to a dispute subject to, settlement of disputes in accordance with Clause GC (32).

## **F. Settlement of Disputes**

### **32. Amicable Settlement**

32.1 Performance of this contract is governed by the terms and conditions of the contract, in case of dispute arises between the Parties regarding any matter under the contract, either of the Party may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing ordinarily within 7 working days after its receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the Parties may refer the dispute to the Secretary (IT), Government of Goa.

32.2 Not later than 15 days after the day on which it received such reference, the Secretary (IT), shall give notice of its decision on the same. The decision of the Secretary (IT) shall be final and binding.

### **33. Jurisdiction of Courts**

33.1 Aggrieved by the decision or if the decision is not accorded within the stipulated time enlisted in the Contract, the parties may seek recourse only in Court.

33.2 Any matter related to this RFP shall be subject to the jurisdiction of the Courts at Panaji, Goa and will be governed by the respective Laws of the land.

### **34. Intellectual Property Rights (IPR)**

#### **34.1 Definition:**

34.1.1 The term “Subject Ideas or Inventions” includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created and which:

- i) Relate to the Authority's current or contemplated business or activities;
- ii) Relate to the Authority's actual or demonstrably anticipated research or development;
- iii) Result from any concept or idea suggested to the Authority by Agency;
- iv) Involve the use of the Authority's equipment, supplies, facilities or trade secrets;
- v) Result from or are suggested by any work done by the Authority or at the Authority's request, or any projects specifically assigned to Agency; or
- vi) Result from the Authority's access to any of the Authority's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, “the Authority Materials”).

34.1.2 The Authority Ownership: All right, title and interest in and to all Subject Ideas and Inventions, whether or not registered or registrable, patented or patentable shall be held and owned solely by the Authority. Agency shall mark all Subject Ideas and Inventions with the Authority's copyright or other proprietary notice as directed by the Authority and shall take all actions deemed necessary by the Authority to protect the Authority's rights therein. In the event that Agency should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, Agency hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to the Authority, without further consideration,



The Authority's entire right, title and interest in and to each and every such Subject Idea and Invention. The Authority hereby waives any so-called "droit moral" rights, "moral rights of authors" and all other similar rights Agency may have in any Subject Ideas and Inventions, however denominated, throughout the world.

34.1.3 No Use of Name: The Agency shall not at any time use the Authority's name or any the Authority trademark(s) or tradename(s) in any advertising or publicity without the prior written consent of The Authority.

### **35. Liquidated Damages**

35.1 The Agency hereby agree that due to negligence of any act of the Agency, if the Authority suffer losses, damages, quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Successful Agency agree to pay such liquidated damages, as defined here under as per the provisions of this Contract.

35.2 In the event of the Agency's failure to comply with the Terms of the RFP or any defects that may accrue during the period of operation, the Authority may at its discretion, forfeit the Performance Security. The Authority may also deduct from the Agency's Performance Security, as agreed, liquidated damages to the sum equivalent to making good such damages from the Performance Security.

### **36. Penalty for Deficiency**

36.1 In addition to the liquidated damages not amounting to penalty, as specified in GC 35, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies causing adverse effect on the Licensed Facility or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per the policy of the Authority.

### **37. Miscellaneous provisions**

37.1 "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

37.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

37.3 The Agency shall notify the Authority of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

37.4 The Agency shall at all times indemnify and keep indemnified the Authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

37.5 The Agency shall at all times indemnify and keep indemnified the Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

37.6 The Agency shall at all times indemnify and keep indemnified the Authority against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.

37.7 All claims regarding indemnity shall survive the termination or expiry of the Contract.

37.8 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularisation, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service or employment in any capacity in any office or establishment of the Authority.

### **38. Performance Security**

38.1 Performance Security shall be forfeited and credited to the accounts of the Authority, in the event of a breach of contract by the Agency, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation the Authority's' right to terminate the Agreement for breach and claim for losses and damages),

38.2 The Agency agrees, that the decision of the Authority is in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Agency, the Authority shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section.

### **39. Payment**

34.1 Inconsideration of the Services performed by the Agency under this Contract, the Authority shall make to the bidder such payments and in such manner as is provided under this Contract.

## **SCHEDULE – I FORM OF AGREEMENT**

## AGREEMENT TEMPLATE

**THIS AGREEMENT** made the .....day of....., 20... Between ..... (*Name of Purchaser*) of..... (*Address of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Address of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz.,

.....

(*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this

Agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter Mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such

other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Brief particulars of the goods and services which shall be supplied /provided by the Supplier are as under:

Sl. No.	Brief Description of Goods & Services Supplied	Qty	Unit Price	Total Price	Delivery Terms
---------	--	-----	------------	-------------	----------------

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

in the presence of:.....

**SCHEDULE – 2**  
**BANK GUARANTEE FOR PERFORMANCE SECURITY**

## BANK GUARANTEE FOR PERFORMANCE SECURITY

Ref. No.:

Bank Guarantee No.:

Date:

To,  
The Managing Director,  
Info Tech Corporation of Goa

I. Against contract vide Notification of Award covering “Tender for .....” (hereinafter called the said 'contract') entered into between the Info Tech Corporation of Goa, (hereinafter called the 'Licensor') and \_\_\_\_\_ (hereinafter called the 'Licensee') this is to certify that at the request of the Licensee, we \_\_\_\_\_ Bank, are holding in trust, in favour of the Licensor, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Licensor against any loss or damage that may be caused to or suffered by the Licensor by reason of any breach by the Licensee of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Licensor, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Licensee and the amount of loss or damage that has been caused or suffered by the Licensor shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Licensor.

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

3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the Licensor.



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

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

6. We \_\_\_\_\_ Bank, further agree that the Licensor shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Licensee from time to time or to postpone for any time or from time to time any of the powers exercisable by the Licensor against the said Licensee and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Licensee or for any forbearance by the Licensor to the said Licensee or for any forbearance and or omission on the part of the Licensor or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

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

8. Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

9. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- before \_\_\_\_\_ hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

WITNESS NO. 1 Authorised Bank Representative

-----

(Signature) (Signature)

Full name and official Full name, designation and

Address (in legible letters) address (in legible letters)

With Bank stamp

WITNESS NO. 2

----- Attorney as per power of

(Signature) Attorney No.....

Full name and official Dated.....

Address (in legible letters)

**NOTES:**

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

### **SCHEDULE – 3 E-TENDER GUIDELINES**

## E-TENDERING GUIDELINES

### A. General Instructions:

1. The bid document and the other necessary documents can be seen and downloaded from website <https://eprocure.goa.gov.in>.
2. Those bidders not registered on the website mentioned above, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
3. The intending Applicant must have / obtain a valid Class-III digital signature (signing and encryption component) to submit the bid.
4. The Applicant shall be responsible for the correctness and genuine of the documents uploaded during tender submission. Any discrepancies in the matter will be liable for rejection and suitable action.
5. In case of any problems faced by the Applicant in browsing the website, please contact helpdesk on 91-7972854213, 91-7822039673, 91-7972871944 or email [e-tender.goa@gov.in](mailto:e-tender.goa@gov.in).

**SCHEDULE – 4**  
**APPENDICES**

**APPENDIX-I**  
**PRE-QUALIFICATION DOCUMENT**  
**Form-I**  
**Letter of Proposal**  
(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

**Subject: RFP for A Study on the Start-up and IT Ecosystem in Goa**

Sir,

With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for the selection and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of Appointment under this RFP.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with clauses mentioned in the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the clauses of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the

Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that there is no fraud or corrupt practices adopted that as listed out in the RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP document.
  9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Contract or which relates to a grave offence that outrages the moral sense of the community.
  10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Agency or in connection with the Selection Process itself.
  13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Contract is not awarded to me/us or our proposal is not opened or rejected.
  14. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the opening of the Financial bid specified in the RFP.
  15. In the event of my/our firm being selected as the Agency, I/we agree to enter into an Agreement as listed out in the RFP.
  16. In the event of my/our firm being selected as the Licensee, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that we shall be responsible for providing the agreed services ourselves and not through any other person or Associate.
  17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award.

18. The Financial Proposal is being submitted in a through the e-tender/ e-procurement mode. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,  
(Signature, name and designation of the authorised signatory)  
(Name and seal of the Bidder)



**APPENDIX-I**  
**PRE-QUALIFICATION DOCUMENT**  
**Form-2**  
**Particulars of the Bidder**

I.1	Name of the Firm:
I.2	Title of Project:
I.3	<p>State the following:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
I.4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p>

	<p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant or any of its Associates, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible to participate.</b></p>
1.7	<p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">For and on behalf of .....</p>

**APPENDIX-I**  
**PRE-QUALIFICATION DOCUMENT**  
**Form-3**  
**Power of Attorney**

Know all men by these presents, We ..... (Name of the Applicant and address of their registered office) do hereby constitute, appoint and authorise Mr /Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of .....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application for the Project, *including signing and submission of all documents and providing information / responses to the Info Tech Corporation of Goa, representing us in all matters before the Info Tech Corporation of Goa, and generally dealing with the Info Tech Corporation of Goa in all matters in connection with our Application for the said Project.*

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

Accepted  
..... (Signature)  
(Name, Title and Address)  
of the Attorney

**Note:**

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ii. *The Power of Attorney shall be notarized as per the prevailing laws.*
- iii. *The Power of Attorney should be supported by a duly authorised resolution of the board of directors of the Applicant authorizing the person who is issuing this power of attorney on behalf of the Applicant.*

**APPENDIX-I**  
**PRE-QUALIFICATION DOCUMENTS**  
**Form-4**  
**Abstract of Work Experience**

S. No.	Name of the Project	Owner Organisation	Date of Commencement of Operations	End Date of Operations	Total Amount Billed (in Rs. Lakhs)
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					
5					

**Notes:**

I. The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

**Certificate from the Statutory Auditor/Chartered Accountant**

This is to certify that the information contained in Column 6 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

**APPENDIX-I**  
**PRE-QUALIFICATION DOCUMENT**  
**Form-5**  
**Details of Work Experience**

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Type of Project:	
4.	Description of services performed by the Applicant firm:	
5.	Name of Client and Address:	
6.	Name&Telephone no. of client's representative:	
7.	Total Amount Billed by the Applicant (in Rs. lakhs):	
8.	Start date of the services (month/ year):	
9.	Finish date of the services (month/ year):	
10.	Brief description of the Project:	

**Notes:**

1. Use separate sheet for each Project.
2. The details are to be supported with proof.

**APPENDIX-I**  
**PRE-QUALIFICATION DOCUMENT**  
**Form-6**  
**Financial Capacity**

S. No.	Financial Year	Annual Turnover (Rs.)

**Certificate from the Statutory Auditor**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory)

Date: \_\_\_\_\_ Name and seal of the audit firm: \_\_\_\_\_

**Note:**

1. In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.
2. Please do not attach any printed Annual Financial Statement.

**APPENDIX-II**  
**TECHNICAL PROPOSAL**  
**Form-7**

**Abstract of Recent/ On-going Engagements (2018 to date)**

S. No.	Name of the Project	Owner Organisation	Date of Commencement of Operations	End Date of Operations	Total Amount Billed (in Rs. Lakhs)
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					
5					

**Notes:**

I. The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

**Certificate from the Statutory Auditor/Chartered Accountant**

This is to certify that the information contained in Column 6 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

**APPENDIX-II**  
**TECHNICAL PROPOSAL**  
**Form-8**

**Details of Recent/ On-going Engagements (2018 to date)**

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Type of Project:	
4.	Description of services performed by the Applicant firm:	
5.	Name of Client and Address:	
6.	Name & Telephone no. of client's representative:	
7.	Total Amount Billed by the Applicant (in Rs. lakhs):	
8.	Start date of the services (month/ year):	
9.	Finish date of the services (month/ year):	
10.	Brief description of the Project:	

**Notes:**

1. Use separate sheet for each Project.
2. The details are to be supported with proof.



**APPENDIX-II**  
**TECHNICAL PROPOSAL**  
**Form-09**

**Particulars of Key Personnel to be Deployed**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		Number of Similar Assignments Undertaken
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							

**APPENDIX-II**  
**TECHNICAL PROPOSAL**  
**Form-I0**  
**Abstract of Work Experience of Key Personnel**

Name of Key Personnel:

Designation:

S. No.	Name of Project	Name of Client	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man-hours spent on the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

**Notes:**

1. Use separate Form for each Key Personnel.
2. In the case of Team Leader, only those Eligible Assignments shall be included where the Key Personnel has worked as the Team Leader or the leader of the relevant assignment.

**APPENDIX-II**  
**TECHNICAL PROPOSAL**  
**Form-I I**  
**Details of Work Experience of Key Personnel**

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Type of Project:	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by Key Personnel (including designation):	
7.	Name of client and Address:	
8.	Name, telephone no. of client's representative:	
9.	Estimated cost of the Project:	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	

**Notes:**

1. Use separate sheet for each Project.
2. In the case of Team Leader, only those Eligible Assignments shall be included where the Key Personnel has worked as the Team Leader or the leader of the relevant assignment.
3. The names and chronology of projects included here should conform to the project-wise details submitted in Form-I4.

**APPENDIX-II**  
**TECHNICAL PROPOSAL**  
**Form-I2**  
**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Address:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  

Name of Project	Description of responsibilities
-----------------	---------------------------------

**Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Bidder)

**Notes:**

1. Use separate form for each Key Personnel.
2. The names and chronology of assignments included here should conform to the project wise details submitted in Form-I4, as the case may be.
3. Each page of the CV shall be signed in ink by both, the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.

**APPENDIX-III**  
**FINANCIAL PROPOSAL**  
**Form-13**

(To be submitted through e-tender mode only)

Sr. No.	Description	Amount
I	Lumpsum Fee	

**Note:**

The amount shall be exclusive of GST.