# 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 & Communication

## Request for Proposal (RFP)
## *for*
## Development of Goa Start-up & IT Web Portal

Tender No: ITG-IT/SW/0951/DITEC-Startup-Portal/2022/2595

**Date of Issue:** 06/01/2023
**Last Date of Submission of Bids:** 30/01/2023

**Managing Director,**
**Info Tech Corporation of Goa Ltd.**
IT HUB, 3rd 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 the Development of Goa Start-up & IT Web Portal.

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)

**INFO TECH CORPORATION OF GOA LIMITED**
**(A Govt. of Goa Undertaking)**
**(An ISO 9001:2015 & ISO 27001: 2013 Certified Company)**
IT HUB, 3rd Floor, Altinho, Panaji-Goa. Pin: 403 001
Telephone (Off): 0832 2226024/2224192
e-mail: md-itg.goa@nic.in  Website: https://infotech.goa.gov.in

## NOTICE INVITING TENDER
### (Electronic Mode Only)

**RFP No. ITG-IT/SW/0951/DITEC-Startup-Portal/2022/2595      Dated: 06.01.2023**

Info Tech Corporation of Goa Limited (ITG) on behalf of Department of Information Technology, Electronics and Communications (DITE&C), Government of Goa, is inviting Request for Proposal (RFP) for "**Development of Goa Start-up & IT Web Portal**". For details please log on to https://eprocure.goa.gov.in. 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 & Encryption) for participation.

The last date & time for submission of the bid online is **30/01/2023 up to 03.00 PM.**

Sd/-

(Managing Director)

## 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 destination 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 a web development agency (hereinafter referred to as "the Agency") that would develop, customize, migrate the existing data, handhold and provide operation & maintenance services for the web portal that would be dedicated to start-ups and IT companies in Goa.

2.4. There is an existing website dedicated for Start-ups in Goa, i.e. https://www.startup.goa.gov.in/. The site currently displays information about various stakeholders, the Goa Start-up Policy, and its incentives along with other details. Registration of a Start-up, application for incentives and its review, compliance if needed and approval are facilitated through another portal https://goaonline.gov.in/.

2.5. The scope of work in the Request for Proposal (RFP) is for an integrated web portal that would include but not be limited to development, customization,

installation, implementation, data migration, handholding support and providing operation & maintenance services for the Portal. The Agency's responsibility will include business process reengineering, designing, sizing, testing, and maintenance of the integrated web portal required as part of this RFP that includes all Software Development Life Cycle activities (SDLC) including customization, parameterization and implementation of web portal, training, etc. covering at minimum the mentioned areas of the departments core functions and requirements. Additionally, the Agency will also be responsible for the following key activities;

a. Web portal development and shall conform to the defined industry standards that promote interoperability of data, applications and technology.

b. Solution components including data shall be standardized without compromising the SLA defined in the RFP.

c. Web portal development, installation, customization, data digitization, migration, training & documentation for Web Portal

d. Assessment, support in identification of the hardware procurement and establishment of MeitY recognized cloud server and other supporting IT Infrastructure needed for the Web Portal

e. Operations & maintenance of Web Portal solution during the contract period.

f. Helpdesk services shall entail setting up of helpdesk operations for assisting the internal and external users in resolution of functional, technical and administrative issues.

g. Coordination with various stakeholders for hosting and implementation of the Web Portal.

h. Hand-over successfully either to the department or any other agency appointed by the department at the end of the agreed upon contract period.

2.6. 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.

2.7. 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 Requests for Proposal (RFP) for Development of Goa Start-up & IT Web Portal.

2.8. In case of any addition/ deletion/ correction in the Tender Document, a CORRIGENDUM will be published on https://eprocure.goa.gov.in portal.

2.9. Any correspondence in context to this RFP shall be forwarded to the above-mentioned address only and shall hold a subject as "Regarding Requests for Proposal (RFP) for Development of Goa Start-up & IT Web Portal".

2.10. 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

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).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 (7972854213, 7822039673, 7972871944 or email us at e-tender.goa@gov.in)

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 and shall have a valid Income tax PAN and GST registration.

        b)    The Bidder should have a minimum of 5 years' experience of having completed 'Eligible Project/s' for any State or Central Government or PSUs or large institutions or corporates / listed companies, in the last 7 (seven) financial years, fulfilling any of the below listed criteria:

                o  1 (one) Eligible Project with minimum project value of INR 100 lakh; or

                o  2 (two) Eligible Projects with minimum project value of INR 75 lakh; or

                o  3 (three) Eligible Projectswith minimum project value of INR 50 lakh.

        c)    The Bidder should have an average annual financial turnover of Rs. 300 lakhs during the last three financial years ending March 2022.

        d)    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 "Eligible Project" means a project consisting of development of web portal facilitating disbursement of Government grants/ incentives.

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 1.

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 Authorityfeels 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 conditionsof 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 ₹7,000/- and Tender Processing Fee of ₹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 ₹2,00,000/- (RupeesTwo 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 RFParelistedbelow 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/-<br><br>Tender Processing Fee: ₹3,000/- |
| 2 | Publishing of RFP through e-tender | 06.01.2023 |
| 3 | Earnest Money Deposit (EMD) | ₹ 2,00,000/- |
| 4 | Last date for submission of written queries for clarifications | 12.01.2023 through email only on sanesh.varghese@nic.in, gaurav.naik@gov.in sweta.dalvi@nic.in and vishwas.kavthankar@nic.in |
| 5 | Pre-bid conference | 13.01.2023 at 3:00 pm, Conference Hall, Info Tech Corporation of Goa |
| 6 | Release of response to clarifications (by email only) | 19.01.2023 |
| 7 | Last date (deadline) for receipt of proposals in response to RFP Notice | 30.01.2023 by 3:00 pm |
| 8 | Place, Time and Date of Opening of Technical proposals received in response to the RFP notice | 31.01.2023 at 3:00 pm Conference Hall, Info Tech Corporation of Goa |
| 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 | Shri Gaurav A. Naik, Asst. Manager (Software) , ITG gaurav.naik@gov.in |
| 11 | Addressee and Address at which proposal in response to RFP notice is to be submitted | The Managing Director, Info Tech Corporation of Goa IT Hub, 3rd 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:

| <<Name & Address>> | | |
|---|---|---|
| **BIDDER'S REQUEST FOR CLARIFICATION** | | |
| Name of Organization submitting request | Name & position of person submitting request | 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 requiredin Section XI.
    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 forDevelopment of Goa Start-up & IT Web Portal"**

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 https://eprocure.goa.gov.in. The bidders are expected to examine all instructions, forms, terms, requirements and other information in the RFP documents.<br><br>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 https://eprocure.goa.gov.in. 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 FinancialBid.

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 16 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 inthe 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

    i.    The Technical bid will be opened only after the bidder has met the requirements of the pre-qualification bid (eligibility criteria).

    ii.    The technical bid will be analysed and evaluated based on past experience of the bidder, similar type of projects handled, profile of resources, understanding of local conditionsand a Presentation covering the Bidder's understanding of the approach and methodology.

    iii.    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 |
|---|---|
| 1. **Approach, Methodology, Solution Design & Product Fitment** *(to be evaluated through a Presentation)* | 40 |

| | | |
|---|---|---|
| <ul><li>Understanding of Scope, Approach, Methodology and Project Roll-out Plan</li><li>Proposed UI and UX design</li><li>Cloud Strategy for Hosting services</li><li>Operation and Maintenance Plan</li><li>Scalability of existing solution</li><li>Risk Assessment and Risk Mitigation Strategy</li><li>Security Audit Parameters</li></ul> | | |
| 2. **Profile of Key Personnel to be Deployed**<br>The experience of the resources to be deployed for the Project. (CVs in World Bank Format) | | 20 |
| 3. **Recent/ On-going engagements with Clients in 'Eligible Projects' having a Work Order value of at least Rs. 60 lakh each (2018 to date)**<br><br>| Experience | Marks Assigned |<br>\|---\|---\|<br>\| 1 to 3 engagements \| 05 \|<br>\| >03 -05 engagements \| 10 \|<br>\| >5 engagements \| 15 \| | | 15 |
| 4. **Previous work experience in Development of a Start-up Web Portal for a State Government/ PSU or Central Government with minimum project value ofINR 60Lakh each**<br><br>(5 marks for every project) | | 15 |
| 5. **Experience of working in Goa with Government/ PSU or Corporate House in the last 5 Financial Years** | | 10 |
| **Total Marks** | | **100** |

iv.   The Minimum Qualification Score required in the Technical Bid Evaluation to be eligible for the Commercial Bid Evaluation is 60.

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 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:

$$\textbf{Total Score } (T_s) = (70 \times S_T) + (30 \times S_C)$$

ii.     The Bid of the bidder, who obtains the highest TS value, will be rated as the Best Bid (T1) 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

12.1. The Bid of the bidder, who has been declared "Best Bid(T1)", will be awarded the Contract.

12.2. 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 be for a period of 5 (Five) years, excluding the time for making the website live,from the Letter of Award.

13.6. On expiry of the Term of Agreement or termination, the Agency is expected to hand-hold the Authority's personnel or any of its Agents or the next appointed Agency in smooth transition of the services. At least two weeks prior to the end of the tenure, the Agency shall provide the Authority with the latest backup of the software / MIS and know-how on how to implement services. The Agency is required to ensure the continuity of operations till at least 3 months after the Agreement has expired at the same contractual terms and conditions of the extant agreement in case new Agency has not been identified by the Authority in the interim period.

# 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 an amount equivalent to 10% of the total contract value.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 6 months beyond the Contract.

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. Payment shall be released to the Agency upon successful completion of each milestone specified below:

| Sr. No. | Milestone | Timeline | Payment |
|---|---|---|---|
| 1 | Letter of Award | T | - |
| 2 | Approval of FRS and SRS document | T+1 week | 5% of the contract value |
| 3 | Successful completion of the UAT | T+7 weeks | 5% of the contract value |
| 4 | Web portal is live and Help desk has been setup | T+9 weeks | 10% of the contract value |
| 5 | Completion of training to users | T+10 weeks | 10% of the contract value |
| 6 | Comprehensive warranty, operation, maintenance & support for 5 years from the date of go-live | 5 years post go-live | 70% of the total contract value will be paid on an equal quarterly basis |

15.2. The Agency shall submit invoices within 8 (eight) days on completion of the milestone along with the relevant documentary proof.

15.3. Payment shall be made by the Authority within 15 (Fifteen) days of submission of bill by the Agency.

15.4. The GST would be paid at the prevalent rates on actual basis.

15.5. Payments shall be subject to deductions of any amount for which the agency is liable as per the Special Conditions of the Contract.

## SECTION XVI- SCOPE OF WORK

The Agency shall roll out an integrated web portal that would include but not be limited to; development, customization, installation, implementation, data migration, handholding and providing operation & maintenance services. The Agency's responsibility will include business process reengineering, designing, sizing, testing, and maintenance of the integrated web portal, that includes all Software Development Life Cycle activities (SDLC) including customization, parameterization and implementation of web portal, training, etc. covering at minimum the mentioned areas of the departments core functions and requirements.

16.1. **Portal Features and Content**

### 16.1.1.Portal Features

The Web Portal developed by the agency should have the below mentioned features in the application, however the features might vary or added/ updated at a later stage depending on the modules to be developed.

a. Use of Web Application Framework, Web Content Management System or Application Server Software, backed by a database, to deliver the site contents.

b. Use of creative themes, skins, pages and page layouts to quickly and effortlessly change the presentation layer of the site without impacting the content or the structure of the site without IT Intervention.

c. Provide rich user interface by use of AJAX, Flash, and HTML 5 etc.

d. Creation of rich artwork and photo/video processing to augment the content and overall branding

e. Should be benchmarked with competitive portals in India and world over.

f. Registration of various stakeholders (Startups, IT Companies, Mentors, Incubators, SITPC, entrepreneurs and others as identified by the department).

g. Facilitate the due diligence of incentive applications and its disbursement. Currently the process is being done via GoaOnline. The agency is required to optimize the existing process and migrate the same to the envisioned Web Portal.

h.   The Web Portal should be capable of presenting personalized content based on role-based access.

i.   Integration with standard UIDAI validation mechanisms

j.   Biometric and / or Digital Signature and / or OTP based authorization system

k.   Integration with GoaOnline and Startup India portal

l.   Workflow based verification and authorization levels

m.   Provide a highly scalable system that can facilitate networking between users. Each user type should be able to connect with the other via the portal.

n.   During collection and approval of data, the platform should utilize digitally encrypted communication to ensure authentic data is received

o.   Digitally signed data must be transferred to the central server

p.   Use of SEO friendly clean permalink structure and SEO Best Practices for portal design, structure, and content.

q.   Provides accurate and fast search through the portal pages and data uploaded without having to tag metadata manually. Should provide search filters for search results generated.

r.   The application should have the data validation features.

s.   The portal should provide reporting capabilities to display trend graphs, configurable alerts, tabular data charts, pie chart etc. as prescribed by the department.

t.   The application should have feature to generate custom reports as per the requirement of the user and selected entities in the report. The same should have the facility to be downloaded in standard reporting format such as excel, PDF, CSV, Word format, etc.

u.   The application should have the facility to send pre-defined, on demand scheduled SMS and mails to the end user for alerts and alarms as per requirements.

v.   The application should be able to provide reports on the status of logged in users.

w.   Auto log out functionality in case of idle time.

x.   Provision to auto save the progress to ensure no loss of data.

y.    The applications should be able to capture the IP address from which the data have been sent.

z.    Customization of the Web Portal as per the requirement of the department and maintenance for the contract period.

aa.   The application should comply all e-Governance, WCAG 2.0, W3C and GIGW guidelines specified by the Central and State Government.

bb.   The application should undergo security audits at regular intervals or as and when required as per guidelines issued by Central and State Government.

cc.   High level functional requirements for the envisaged Web Portal are given in the 16.11. The successful bidder is required to produce and submit a detailed functional requirement to the department.

### 16.1.2. Content

The Web Portal will be the primary source of information for the stakeholders in the ecosystem. It is thus important that comprehensive, correct and up to date information is made available over the portal. The Portal will have following type of contents; a)Primary Content, b) Secondary Content & c) Tertiary content.

### a) Primary Content

Primary content shall be original content that is sought by target audience of the website which could be citizens, entrepreneurs, mentors, incubators, overseas citizens, other government departments or other ecosystem enablers. This shall include but not limited to, information about the department, various schemes & programs, documents, forms, etc.  An indicative list of the same is as follows:

- About Us
- Organisation Structure
- Services
- List of registered members (categorised)
- Photos & Video Gallery with embedded Photo viewer and Video Player

- Application forms- Online Workflow – Grievances, etc.
- Policies and Schemes
- Notices/Notifications
- News and Press Releases
- Contact details
- Message from the Leadership

## b) Secondary Content

Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions. Examples of such content are advertisements/banners/spotlight/media gallery/related sites. An indicative list of the same is as follows:

- News (in chronological order with proper indexing)
- Events
- Discussion forums
- Market Reports and Start-up Ecosystem Guides
- Local Start-up Products
- Related links
- Community Spotlight/Highlight
- Timeline Feature- To showcase Anniversaries/Milestones/Years of Operations
- Online booking/registration for Exhibitions/Events

## c) Tertiary content

Information about the 'primary' and 'secondary' content forms a part of the tertiary content. This includes:

- About the site
- Navigation aids sections such as online help, site map, search etc.
- Terms and Conditions with respect to usage of content on the site
- FAQ

- User Feedback

- Help

- Bookmarked Content

- Email This Page

### 16.1.3. Online Forms

Online forms will have following functionalities:

o Portal Front end with forms including field level validation along with the provision of uploading the attachments to the application, if any. The forms should be preferably zero code and made from standardized applications like Adobe forms, Microsoft InfoPath or equivalent.

o Attachment of any document in a form shall be done in Doc., PPT., and/or PDF format.

o Login for all the applicants with the facility to see all the applications made and tracking their status.

o Acknowledgement and status update to be sent on email and through SMS.

o Detailed description (pictorial as well as document) of workflow along with the prerequisites.

o Preparation of MIS Dashboards for online forms

o Making the status of application available on portal with a provision of updating of status through backend utility provided to concerned officials.

## 16.2. Contract Period

The total period of the contract shall be 5 years, excluding the time period for making the website live from the date of Award.

## 16.3. Portal Development

a. The various functionalities that will need to be integrated as a part of the web portal are as follows.

- Role Based Login & Registration

- Admin Panel

- Application Submission

- Application Review
- Application Sanction
- Stakeholder Information
- Customized User dashboard
- Programs and Events
- Resources
- MIS Analytics
- Grievance Resolution
- SLA Monitoring Tool
- SMS/email integration
- Functional Plugins (social media, events calendar, newsletter)

b. The agency should refer to the various Manuals and As-Is report/data available with the department while developing the Web Portal.

c. The Bidders are required to take care that the listed requirements are high level functional requirements, and the agency shall have to conduct a system study post being on boarded.

d. The agency should note that the features / modules mentioned are the current requirements of the department and the same could be altered / changed as per the future requirements.

e. All real-time data integration across the portal will be through middleware-based integration platform.

### 16.3.1. User Experience and UI Design:

a. The department has identified this portal as a universal portal for end-to-end interactive platform for various stakeholders of the start-up & IT ecosystem and related functions pertaining to the administrative processes followed. Going forward as the number of users and services will increase on the portal, the experience of the user should be seamless and effortless. The agency will have to design and create the entire UI and provide a responsive prototype for the same. The UI has to be approved by the department as a primary activity and subsequent development activities related to the Portal would follow the successful receipt of the approval.

b. The Portal should be multilingual and platform agnostic (Laptops, Desktops, Mobile, Tab, etc.)

### 16.3.2. Application Licenses

The agency shall be responsible for procurement of any license/s that may be required for the proper development and functioning of the web portal. All licenses will be procured in the name of The Authority and will include AMC for the entire duration of the contract. The agency will maintain an inventory of all license renewals, etc. The cost attributed to the application license needs to be factored in the Commercial Bid.

### 16.3.3. Proposed Security Architecture

Envisaged security architecture for the solution is provisioned as below:

a. User Level Security: Restricted areas of the application/ portal will only be accessible through pre-defined user access rights. Users logging into application using username and password and if required dual factor authentication can be incorporated i.e., logging into system using Biometric or OTP based or digital signature authentication along with username & password.

b. Database Level Security: Other than built-in database access logic in Software Solution, provision to control direct access to database server by any unauthorized user shall be done. Only authorized database administration users with assigned privilege shall be allowed to access database.

c. Application-Level Security: Application shall have role-based access, encryption of user credentials and storing of user credentials for users. Application-level security controls should be provisioned in the application for following:

  • Prevent Injection Vulnerabilities for attack on database
  • Prevent XSS Vulnerabilities to extract username password
  • Secure Authentication and Session Management control functionality
  • Prevent Security mis-configuration Vulnerabilities

- Prevent Failure to Restrict URL Access Vulnerabilities (By providing authentication and authorization for each sensitive page, user role-based authentication and authorization and make authentication and authorization policies configurable, etc.)
- Prevent invalidated Redirects and Forwards Vulnerabilities

d. Infrastructure level security: Application/ Portal will be hosted on the Server with the approval of the department.

e. Security Testing: The Security testing should include Vulnerability Assessment, Penetration Testing and the required hardening of OS, Database, application, network, and infrastructure.

f. Any other feature or Security requirement/s as mandated, required by The Authority.

### 16.3.4. Responsibilities during Portal Development Phase

The agency shall be responsible for Configuration/Customization of the web portal as specified in the RFP and as per requirements of the department. The indicative responsibilities of the agency with regards to the development of applications / modules are as follows:

- Study the processes and functional requirements suggested by the department or its representatives
- Liaise with the agency managing the current website to understand the source code of the existing system and migrate the same to Web Portal
- Design the technical architecture and the framework by which the applications / modules can fulfil the specified requirements
- Design, develop, test, implement the applications as per the requirements of the department
- Prepare UAT criteria and parameters and get the system signed-off to the satisfaction of the department
- Prepare various technical documentations such as SRS, User Manuals, UAT reports, etc. and maintain versions of the same.
- Create and regularly update video tutorials for different type of users and make them available on the portal

- Execute data migration from existing systems (that is available) to the new systems.
- Provide handholding support and helpdesk support as described in the further section.
- After successful development of portal and before the portal Go-Live, the agency shall undertake security audit from the CERT-In empanelled agencies

### 16.3.5. Assistance to Third Party Auditor

The department may appoint a Third-Party Auditor (TPA) at its own cost to conduct the technical review and audits of work performed by the Agency. The agency shall provide access of the systems as required by TPA for conducting the audits. Gaps/ issues identified by the TPA will be decided mutually between Department and the agency and shall further be taken up for resolution by the agency.

### 16.3.6. User Acceptance Test

a. The agency shall test the application thoroughly and conduct unit and integration testing at its end before deploying the Application for UAT. The committee appointed by the department shall conduct functional testing of Web Portal once the functional demonstrations of modules are over.

b. The selected Agency shall also be responsible for:
- Preparation and submission of Test Strategy, UAT test cases and Test Results
- Assist the department in carrying out user acceptance test of various modules.
- Rectifying the issues/ bugs reported in Central Software for online Monitoring during the UAT.
- Final approval/user acceptance of the modules shall be given by Department. This is the responsibility of the Agency to obtain the UAT approval from the Department.
- Any other task as required for a successful UAT and mandated by the Department.

### 16.3.7. Adherence to Standards

a. The Agency should ensure that the system complies with relevant defined industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to its design, development, security, installation, and testing. The suggested architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution may be linked and connected to other sources (websites, contents, portals, systems of other user departments etc.) as well as there may be loose/tight integration with backend system of other departments depending on individual service processes. The solution architecture should thus have provision to cater to the evolving requirements of the Department.

b. A reference list of the minimum industry standards which the system components should adhere to, is mentioned below:

| S. No. | Component | Standards |
|--------|-----------|-----------|
| 1 | Workflow design | WFMC, BPEL & BPMN 2.0 or higher Standards |
| 2 | Document Management System | CMIS, WebDAV, ODMA |
| 3 | Information Access/ Transfer protocols | SOAP, HTTP/HTTPS |
| 4 | Interoperability | Web Services, Open Standards |
| 5 | Portal Development | W3C Specifications |
| 6 | Digital Signature | RSA Standards |
| 7 | Document encryption | PKCS specification |
| 8 | Information Security | ISO 27001 certified System |
| 9 | Operational Integrity & Security Management | ISO 17799 certified System |
| 10 | Application | Open Standard |
| 11 | Operation | ISO 9001 Certified |

| 12 | Service Management | ISO 20000 specifications or latest |
|----|--------------------|-----------------------------------|
| 13 | Project Documentation | IEEE/ISO Specifications for documentation |
| 14 | Data Standards | All-important data entities should be in line with standards published by MeiTy. These can be accessed at http://egovstandards.gov.in. |

## 16.4. Application Hosting

### 16.4.1. Cloud based DC/DR Hosting Services

Bidder is expected to host the application on The Authority or MeitY empanelled government Cloud Hosting vendor with 100% data recovery. Bidder will need to propose the hosting server with minimum requirements such that it meets all the requirements and adheres to all SLA mentioned. If the department feels that the Cloud setup is undersized or is impacting the performance, it has the right to ask the vendor to increase the compute capacity without any extra cost to the department.

## 16.5. Data Migration

Data Migration shall entail migration of existing content and data. The agency managing the current website will share the source code of existing workflows. The Authority will facilitate for the Knowledge Transfer between the existing and onboarded agencies.  The successful bidder shall use and optimize the existing workflows to meet industry best practices.

Successful Bidder is expected to provide following services, but not limited to:

a.  Carry out the data & source code migration from existing system(s) and website to proposed solution wherever applicable.

b.  Develop a data & source code migration strategy which explains the sanitization, enrichment, migration, and testing strategy.

c.  Liaise with current system vendor and design data extraction tools. The bidder shall be entirely responsible for data migration, validation, and integrity check.

d. In cases the data is not available and has to be digitized from the existing records, the data entry and validation exercise needs to be carried out. The bidder will:

- Create Data Entry Templates based on the requirements
- Creation of data entry forms/templates
- Train the end users in data entry
- Migrate the data from data entry templates
- Data Validation of entered data by running scripts
- In such cases, theAuthority Officials will be responsible for data entry and validating the data and give a sign off on the validated data.

e. Bidder will provide Data entry screens; reports for validation; provide training for data entry for existing modules.

f. Data quality should not be compromised (For e.g., the high-resolution images / videos should not be compressed).

16.6. **Training & Handholding (Organization Change Management)**

The agency will provide training and handholding resources for the entire contract period from the date of Go-Live.

### 16.6.1. Objective

a. Training and Handholding of end user is essential for ensuring that the users are aware and become adept in use of functionalities provided in the portal. This has to be achieved through a combination of reliable on-site and telephonic support for the departmental users spread across users.

b. The support should not only be limited to training but also should take into consideration the initial handholding required by the users in terms of system usage and data entry to be done. The nature of the trainings shall be making the users conversant with the functionalities, features and processes built in the Application.

### 16.6.2. Nature of Support required

a. The selected bidder shall have to provide resources for imparting training and handholding support to the departmental end users during the roll out phase of the portal.

b. The end users of each application/ module could be different and shall be based out of multiple locations. The department shall inform the selected agency regarding the users to be trained as per the development and roll out schedule.

c. The selected agency shall have to conduct Training Needs Analysis of all the concerned staff and suggest a systematic training plan. The training duration should be sufficiently long for effecting meaningful assimilation of training content by all users.

d. The training plan shall be provided to the department by the selected agency as a part of the application roll out schedule.

e. The selected bidder shall have to arrange requisite training infrastructure computers, laptops, projectors with screen and internet connectivity during the various trainings being conducted at various levels

f. The respective departments/offices shall be responsible for providing training space / computer labs for facilitating the conducting of trainings.

g. The selected agency shall provide training material both in online and offline modes (role base), the language of training material shall be in English.

h. The training material shall be in form of user manuals (in English) and video tutorials with voice overs.

i. The selected agency shall ensure that all the training documentation and videos are available in Softcopy on the portal landing page (user training, operation procedures, visual help-kit etc.) and is updated as and when any changes in the applications / modules happen.

j. The selected agency shall bear all the expenses towards its resource person/ faculty and all the IT infrastructure that is required for the conducting of trainings

k. The selected agency shall submit details of each training session including Attendance Record (in both Soft and Hard Copy).

l. The resources will have to attend and support data entry and data validation camps organized by the department during various phases of the roll out.

### 16.6.3. Indicative Deliverables for Training & Handholding Support

a. Submission of detailed Training plan

b. Conducting of trainings as per the training plan

c. Training documentation like user manuals, attendance sheets, evaluation and feedback forms signed by the attendees (format to be finalized by the department)

d. Video tutorials on the various functionalities for various levels of users.

e. Documentations for data entry and other handholding camps like user manuals, attendance sheets, evaluation, and feedback forms, etc.

f. Reporting on progress of data entry, application usage, etc.

g. Escalation matrix for various type of issues that remain unresolved

## 16.7. Operation and Maintenance

### 16.7.1. Services to be provided

This section describes, but does not limit, the services required by The Authority for the web portal proposed as part of this RFP. The Authority intends that the contract which is contemplated herein with the Agency shall cover all deliverables and services required to be procured or provided by the Agency during entire period of contract. The Agency needs to consider and envisage all services that would be required in the maintenance of the smooth functioning of the system in order to comply the SLA. O&M for all purposes means an Annual Maintenance Contract (AMC), warranties, ATS (Annual Technical Support) for all applications and interfaces provided, quoted and developed by the Agency and all other costs necessary and incidental for the maintenance and support of the infrastructure and equipment provided by the Agency:

a. The Agency is expected to develop a methodology for conducting the O&M based on the requirements. The personnel being deployed by the Agency for O&M should have relevant experience.

b. The O & M services would at least include:

- System Administration
- Fixing any vulnerability
- Software Distribution
- Software License Management
- Software maintenance
- Updates/Upgrades/New releases/New versions
- Database Administration activities for Database
- Operations Management with SLA compliance through SLA Monitoring tools
- Warranty

c. The Agency will be solely responsible for providing and maintaining all services as mentioned in this RFP and for all interfaces developed for this application.

d. Restore to Service – Provide standard maintenance services including
- Diagnostics and troubleshooting
- System & component maintenance
- Configuration changes, tracking, and documentation
- Upgrade / Enhancement/Version Control
- The maintenance for the services would be for all the services procured or provided by the Agency under this RFP.

e. The Agency must submit the application related all documentation to the department on a periodic basis. However, an online shared platform to be maintained by the Agency for department or any nominated agency by the department to view or track any documents pertaining to this project. The list of the documents to be made available to the department or its nominated will include but not limited to the following.
- Project Implementation plan
- Hardware / Network requirement document
- Functional Specification document
- Functional compliance of customized modules report
- Software Requirement Specification
- Business Process document

- Software Design document
- Code Review and Optimization document
- Configuration document
- Data Migration/Integration strategy
- eGovernance Standard Compliance
- Go-live report
- User manuals
- Training content and methodology.
- Change management plan and impact analysis report
- Exit management strategy
- The periodic reports to be made available.
  - ✓ Project progress report
  - ✓ During UAT
- Unit testing
- Integration testing
- Load testing
- Regression testing
- Security testing
  - ✓ Resource Activity Report
  - ✓ Training Schedule and feedback report
  - ✓ Help desk quality/feedback/response reports.
  - ✓ User Acceptance report for each module
  - ✓ SLA compliance related all reports as mentioned in the the document.
- All the reports/documentation to be maintained in online platform whose access to be given to the department or users as defined by the department. The offline reports to be made available as and when the request raised by the department or any of the agency as appointed by the department.

### 16.7.2. System Administration

Provide for system administration services which includes.

a. Client account maintenance - Creating users, creating user accounts, deleting user accounts, modifying user accounts, etc. on the system.

b.  File/system/application access management - Maintaining file and directory permissions on OS and application access management like creating user accounts at application level, assigning application access, setting application passwords, user lockout, etc.

c.  Performance optimization and reporting - Process and Memory Management, monitoring CPU performance, monitoring Memory performance, monitoring Input/output performance, monitoring Ethernet traffic, etc.

d.  Error detection and correction.

e.  Troubleshooting and client support

### 16.7.3. Portal Maintenance

a.  The Agency shall provide complete technical support and maintain the portal and or questions, defect and non-defect related to application.

b.  The Agency shall provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and

c.  Recovery support, problem resolution, management reporting and trend analysis and interfacing with other suppliers (as required) on behalf of the department. Types of service include requirement analysis, customization, or development, Conducting UAT, verification, and installation, in accordance with bug fixes, emergency changes and program changes initiated by the users.

d.  Prior to delivering any software to the User, the Agency will be required to test the software and the media on which it is to be delivered along with coordinating with the Content Service Provider (CSP) for current version of a leading anti-virus application in efforts to detect, and if so detected, to eliminate, any "viruses" or "worms" designed to damage, disrupt, disable, harm, or otherwise impede in any manner, the orderly operation of the portal.

e.  The Agency shall also ensure that the portal does not and shall not contain any computer code or any other procedures, routines, or mechanisms to:

i. disrupt, disable, harm, or impair in any way the portal (or other applications installed on the system the portal is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices);

ii. cause the portal to damage or corrupt any of the department or any of its official data, storage media, programs, equipment, or communications, or otherwise interfere with the Users operations, or

iii. permit the Agency and/or its personnel and/or its licensors and/or any other third party, to access the portal (or any other software or User's computer systems) to cause such disruption, disablement, harm, impairment, damage, or corruption (sometimes referred to as "traps", "access codes" or "trap door" devices).

### 16.7.4. Portal Maintenance & Support Services

a. The Portal Maintenance and Support Services contemplated herein shall be provided for all Software/interfaces implemented by the agency.

b. The agency shall provide remote trouble shooting / customer support mechanism from any single location or through Web based methodology.

c. The Maintenance and Support Services will cover

i. All portal upgrades, modifications, enhancements that have to be provided to the department free of charge.

ii. Enhancements would include changes in the portal due to Statutory and Regulatory changes and changes required due to changes in industry and other enforcements in India. It will also include all the functionalities mentioned in section16.11.

iii. Modifications would include minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application.

iv. Upgrades would include product releases made by the agency to incorporate changes, consolidating all bug fixes, consolidating all enhancement requests.

v. No customization and subsequent implementation charges will be payable by the department for enhancements, modifications, and upgrades.

vi. The Agency agrees that any future upgrades, modifications, or enhancements shall not affect the current working of the licensed software and all current functionalities shall be migrated to the new / enhanced version.

vii. The Agency shall implement the new/enhanced version and that there will be no cost to be charge against it to the department for migrating the existing functionality to the new / enhanced version.

d. The Agency shall at all times meet the service levels as specified in this tender document

e. User support in case of technical difficulties in use of the portal, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ancillary to the above.

f. Prompt receipt, analysis, and reporting of reported deficiencies in the operation of the software and supply of information and advice on such deficiencies.

g. Installing/commissioning the portal at the designated locations/changed designated location at no additional cost or fees or expenses to the department.

h. Unscheduled, on call, corrective and remedial maintenance and support services

i. Providing "enhancements"

j. Program Errors Correction

k. The Agency shall use its best efforts in remedying any program error. All Program Errors shall be reported in accordance with the procedure prescribed in respect thereof and shall be accompanied by sufficient information including the input data that generated the program error so as to enable the Agency to reproduce and verify the reported program error. On receipt of request together with all such information and data the Agency shall use all-out efforts, consistent with the severity of the program error, to remedy such program error which is within the purview of the system logic, that it has been able to reproduce and verify. Such remedies may include providing instructions to the user to cure the program error or delivering updates at no additional cost.

l. The Agency warrants that any or all program errors that are reported will be remedied.

m. In the event, the Agency determines that the error reported/ problem notified in the support request in not a Program Error, it shall advise the department whether it can correct or assist in resolving such error/problem on a best effort basis.

### 16.7.5. Application Management

The Agency should be able to provide Application Management services to manage the web portal of the department. Deliverables for Application support should include:

a. Performance Monitoring & Management of application.

b. Installation & configuration of application

c. Availability installation & configuration

d. Application Patch management and version control.

e. Capacity Management.

f. Deployment of objects in Application server.

g. Up gradation & migration

h. Trouble shooting Application server product related issues

i. Troubleshooting Patch Management.

j. Start, stop, and manage Application Server services.

k.  Configure and manage Application Web server.

l.  Configure and manage HTTPS

m.  Configure & use monitoring tools provided for Application Server.

n.  Performance management.

o.  Version migration, testing and implementation

p.  File Level Backup for Application Server

q.  Backup & restoration management of application server.

r.  Portal/content management.

s.  User management

t.  Support to known errors and problems

u.  Monitor web / Application server availability

v.  Assist in DC DR drill activities and ensures the drill to happen in every quarter and as and when directed by the department.

w.  Monitor alert notifications, checking for impending problems, triggering appropriate actions

x.  Agency is expected to provide relevant reports for the previous month in the 1st week of every month and same needs to be jointly reviewed by Agency and department in next 3 working days. The reports should be benchmarked against the Service Levels defined in Service Level Agreement, and penalty would be calculated based on the level of deviation from Service levels defined. The Agency is required to submit the list of reports to track performance on service levels for all services under scope of this tender. The Agency also need to facilitate the department with an online dashboard to review the progress of any activity perform by the Agency or application status on real-time basis.

### 16.8. Helpdesk Support

a.  To enable the grievances mechanism and increase the reach to the end users, the selected agency shall have to establish a help desk operations support. The agency will provide a team of qualified professionals who will be addressing the queries raised by the end users.

b.  The prime objective of help desk is to act as a SPOC for the end users. It will enable the users an access to information of identified services. The help desk

support person should be proficient in English and knowledge of Hindi and Konkani would be desirable but not necessary.

c. A proper escalation procedure, as mentioned in the duly approved Operational Manual, will be followed if the problem cannot be resolved. Shared resources of operational and technical support group will provide this service at all locations. The help desk service will serve as a single point of contact for all incidents and service requests. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the users. The activities shall include:

i. Provide Helpdesk facility during agreed service period window for reporting user department incidents / issues / problems with the proposed portal related issues

ii. Provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:

- Specific E-Mail account
- Call Facility (inbound and Outbound)
- SLA Monitoring tools

iii. Implement a Service Call Logging System in line with the severity levels as per the SLAs. Helpdesk shall log user and assign a Ticket number. Severity shall be assigned to each call as per the SLAs.

iv. Creation of knowledge base on frequently asked questions to assist users in resolving basic issues themselves

v. Track each incident / call to resolution

vi. Provide feedback to callers

vii. Creation of knowledge base on frequently asked questions to aid users.

viii. Continuous monitoring of the IT infrastructure at DC, DR and coordinating with the CSP to ensure application availability as per agreed SLAs.

ix. Monitoring shall be done with the help of monitoring tools and system logs/counters and therefore the reports and alerts can be auto generated.

x. Escalate the calls, to the appropriate levels, if necessary, as per the escalation matrix agreed between the Agency and the department. The

escalation matrix shall be developed by the Agency in discussion with department.

xi. Analyse the incident / call statistics and provide monthly reports including but not limited to:

- Type of incidents / calls logged
- Incidents / calls resolved
- Incidents / calls open
- Root Cause analysis for frequently occurring incidents
- Quality Controller through calling customers for taking their genuine feedback against the call raised.

xii. The Agency shall provide Helpdesk facility from 10 am to 6 pm on all working days for reporting issues / problems with application related issues.

### 16.8.1. Helpdesk Role, Function and Responsibility:

The agency shall have following provisions for helpdesk Services including but not limited to:

a. Inbound & Outbound Live Operator services

b. Scheme / Service / Product Information

c. Scripted Information Dissemination

d. E-Mailing of Literature and Information Requests as requested

e. Email Correspondence

f. Raising, tracking and closing of issues reported by the end user

### 16.8.2. Activities for Help Desk

a. Issue ID number to each complaint/issue logged

b. Assign severity to the complaint/issue in lines with the severity levels mentioned in the SLA

c. Track each complaint/issue using the ID number

d. Segregate the CSP Issues from the complaints and redirect the complaints to the CSP along with notifying the user for the same along with the follow up with the CSP for the resolution.

e. The agency needs to coordinate with the CSP and ensure the resolution of the issues/complaints as per the defined SLA in the contract agreement.

f. Escalate the complaints as per the mutually agreed escalation matrix

g. Provide Functional & Technical support for resolving the complaint/ issue

h. Confirm resolution with end user & close the complaint/ issue log

i. Analyse the complaints/ issue handled by the Help desk for call volumes & problem trends & resolution times and prepare a knowledge base for the frequently reported problems

j. Any other support/ activity required for smooth functioning for the Helpdesk

### 16.8.3. Physical Non-ICT Infrastructure:

a. Location: The location of the helpdesk shall be in Panjim and will be provided by the department.

b. Data Security: The Bidder has to ensure that the data pertaining to the helpdesk operations is with the same CSP wherein the portal to be hosted.

c. Number of Seats and terms for scaling up and Down resources

   i. The Help Desk should follow the per-seat model.

   ii. The Help Desk shall have sufficient resources to start off the operations. There is minimum requirement of two resources to man the helpdesk operations.

   iii. However, depending on the requirement there could be an increase for deployment of resources and the agency shall have to fulfil the same within 2 weeks from the date of notification of requirement.

   iv. The seats will be kept on adding / eliminating as and when needed by the department.

   v. The Helpdesk should have the capability to scale up / scale down the requirements within 2 Week notice given in writing by The Authority.

### 16.8.4. Toll Free Contact Number:

a. The help desk agency shall provide a toll-free number. The agency shall include cost of procurement for Toll Free Number in the bid value itself. Recurring or monthly expenses should be taken care by the agency.

b. Toll free number should have the following features:

   i. Number should be accessible from other network operators.

   ii. Citizens should be able to dial this number from mobile as well as landline connections; and

   iii. The number should be available from 10 am to 6 pm on all working days.

### 16.8.5. Help desk monitoring

a. As part of the establishment of the help desk, the Help Desk Operator will enable the department in monitoring of the performance of the services provided. The help desk operator will procure the below mentioned software to successfully run the operations:

   i. Interactive Voice Response System (IVRS)

   ii. Computer Telephony Integration

   iii. Recording Solution

b. Suitable reporting software should be made available to department in order to generate standard report formats to measure/ verify various SLAs and to monitor the performance of operators, IVRS, etc. at real time basis.

c. The help desk support service should also make calls to the users for taking their feedback on the resolution provided by the team. The response of each user to be recorded and provided in the reporting dashboard provided to the department.

### 16.8.6. Deliverables for Helpdesk

a. Help Desk Operator will provide department with MIS Report where the concerned officer from the department can monitor the performance of help desk in real time.

i. The MIS reports shall pertain to the volume of calls received and resolved, calls unanswered or unresolved, types of services referred to, etc. The Help Desk Operator is also expected to provide dashboard view to display report to help department monitor the SLAs as defined in the RFP.

ii. The dashboard portal should have Query Management System, where in queries not part of standard FAQ will be raised by operator. System should be able to send automated messages to each stakeholder upon incident logged-in, transfer and resolution with answer.

iii. Dashboard should have provision to drill down up to individual call detail level which includes caller number, caller profile, and duration of call.

iv. The maintenance of the dashboard portal is sole responsibility of the Help Desk Operator, and it should be maintained.

v. The dashboard will also show the level of satisfaction after the resolution of the queries raised by the customers.

vi. The dashboard will be deployed on the server of the help desk operator.

b. Integration of SMS gateway, the SMS gateway will be provided by the agency

c. Provision should be there to send email replies of the query resolution by department.

d. Incident recorded should be able to transfer to the concern officer

e. An automated log should be created for all login categories

f. The key characteristics of the reports shall include:

i. The report should be provided in English.

ii. The user should have the option to generate customized reports from the dashboard

iii. The reports should be in flexible report formats such as .xls, .txt, .pdf etc.

iv. The reports should be available in web enabled format and should be configurable.

v. The reports should be available on 24x7 real-time basis

### 16.9. Exit Management

#### 16.9.1. Purpose

a. This Schedule sets out the provisions, which will apply on expiry or termination of the contract. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b. The exit management to be carried out in consultation with the department and till the successful transition of the system to department or to any nominated agency by the department. The Agency must ensure the successful transition within six months.

#### 16.9.2. Transfer of Assets

The Agency shall be entitled to use the provided assets for the duration of the exit management period, which shall be six-month period from the date of expiry of contract, or termination of the contract.

#### 16.9.3. Confidential Information, Security and Data

Agency will promptly on the commencement of the exit management period, supply to the Department or its nominated agencies the following:

a. Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to developed Applications, and any other data and confidential information.

b. Data as is reasonably required for purpose of transitioning of the services to its Replacing agency in a readily available format.

c. All other information (including but not limited to documents, records, and agreements) relating to the services reasonably necessary to enable the Department and its nominated agencies, or it's Replacing agency to carry out due diligence in order to transition the provision of the Services to Department or its nominated agencies, or its Replacing agency (as the case may be).

### 16.9.4. Rights of Access to Information

At any time during the exit management period, the agency will be obliged to provide an access of information to Department and / or any Replacing agency in order to make an inventory of the documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the applications.

### 16.9.5. Exit Management Plan

a.  The Agency shall provide Department with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

b.  A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

c.  Exit Management Plan shall be presented by the Agency to and approved by Department or its nominated agencies.

d.  The terms of payment as stated in the Terms of Payment Schedule include the costs of the Agency complying with its obligations under this Schedule.

e.  During the exit management period, the Agency must deliver the services as per the scope.

f.  In case of termination of contract, the Agency will be paid only for the period they have worked on the project. In case the Agency does not support the department in the exit period, the department has all the rights to hold the PBG deposited by the Agency to the department.

16.10. **Project Timeline**

The rollout of the Web site/portal shall be 9 (nine) weeks for Go Live.

T=Acceptance of WO/LOI

| Sr. No. | Milestone | Timelines |
|---|---|---|
| 1. | Submission of Inception report and detailed project plan   including detailed list of activities, scope and duration of each of the activity<br><br>Submission of 5 template designs and prototypes for Websites. Each design shall have a home page and two inner pages.<br><br>Approval of Final website Templates | T+1 week |
| 2. | Approval of the submitted SRS and FRS reports for Website | T+1 week |
| 3. | Approval of Design, Development, Testing and Presentation of the Beta version for Website-Standard Features | T+6 weeks |
| 4. | Training and UAT of Website | T+7 weeks |
| 5. | Security Audit and Compliance to GIGW, WCAG guidelines | T+8 weeks |
| 6. | Go-Live Website/Portal - Advance Features | T+9 weeks |
| 7. | Completion of training and setting up of helpdesk | T+10 weeks |
| 8. | Maintenance & Support | Post Go-Live support for a period of 5 years |

*Note: The content creation is recommended to be a concurrent process.*

16.11. **Desired Modules for the Web-Portal (Indicative)**

The Portal would be divided into the functional components which required to be tightly integrated, the indicated desired modules are illustrated below.

(a) Core Modules

| Programme & Events | User Registration | Grievance Management |
| --- | --- | --- |
| Application Management | | Registry Management |

**(b) Supporting Modules**

| User Profiles | Content Management System |
| --- | --- |
| Application Integeration | MIS and Reporting |
| Helpdesk | File Management |
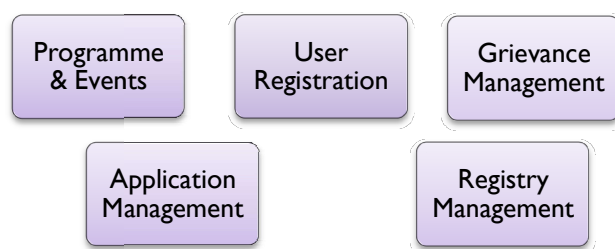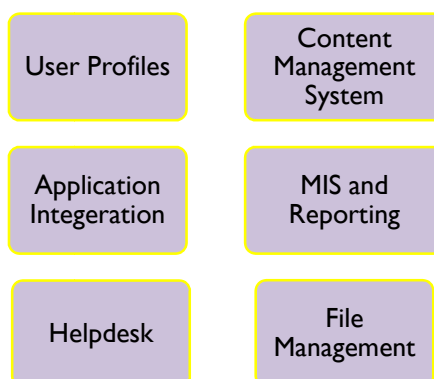
16.12. **Web Page Structure (Indicative)**

| Sr. No. | Particulars |
|---|---|
| I | **About Us (Tab)** |
| 1.1 | SITPC functions and contact |
| 1.2 | Startup Definition |
| 1.3 | Policy and Scheme details |
| 1.4 | EC composition and roles |
| 1.5 | Advisory Council Details |
| 1.6 | Key focus areas |
| 1.7 | Application & Incentive Tracking |
| 1.8 | Any other Information that needs to be highlighted |
| 2 | **Ecosystem (Tab)** |
| 2.1 | Network: Profile of all the startups & IT companies in the state of Goa |
| 2.2 | Mentor network: For users to seek guidance from expert industry |
| 2.3 | Incubators/ Accelerators: Profiles of all the incubators/accelerators providing |
| 2.4 | Co-working Spaces |
| 3 | **Resources** |
| 3.1 | **Knowledge:** |
| 3.1.1 | Link to sector specific online courses, startup guides, articles, blog posts etc. |
| 3.1.2 | Sector wise reports and research papers |
| 3.2 | **Partnered services:** |
| 3.2.1 | Information about the shared services startup can avail. E.g., Payment |
| 3.1.2 | Showcase offerings of local startups |
| 3.3 | **Key Highlight:** |
| 3.3.1 | List of frequently used resources |
| 3.3.2 | Link to startup India resources |
| 3.3.3 | Link to resources page |
| 4 | **Programs (Tab):** |
| 4.1 | For Startups: |
| 4.1.1 | Dynamic list of ongoing programs |
| 4.1.2 | Link directing user to programs page |
| 4.1.3 | Submission of documents |
| 4.2 | For Enablers: |
| 4.2.1 | SOPs on hosting a program, partnerships |
| 4.2.2 | Application form |
| 4.2.3 | List of applicants; documents submitted by participants |
| 4.2.4 | Curated list of national & international programs & linking with Startup India |
| 5 | **Role Based User Access** |
| 5.1 | **Login & Registration Page** |
| 5.1.1 | Login Panel (Entrepreneur / Startup, IT Company, Mentor, Incubators, |
| 5.1.2 | New User Registration for Entrepreneur / Startup, IT Company, Mentor, |
| 5.1.3 | Login credential to be shared through email on the registered email ID |
| 5.1.4 | Authentication & Forgot password features |
| 5.2 | **Admin Panel (controls) with SITPC** |
| 5.2.1 | Master dashboard based Due Diligence |
| 5.2.2 | Verification of Application/Incentive received |

| | |
|---|---|
| 5.2.3 | Specifying normal timelines for each prescribed activity |
| 5.2.4 | Creating Login IDs for SITPC CEO, SITPC Members |
| 5.2.5 | Password Reset option from Admin panel |
| 5.2.6 | User Rights Management |
| 5.2.7 | Creations of field scheme/ assessment etc. (add, modify, view, Delete) |
| 5.3 | **Start-up & IT Registration** |
| 5.3.1 | Basic details of the startup like logo, name, contact details, industry details |
| 5.3.2 | Application status tracker |
| 5.3.3 | Document submission tracker |
| 5.3.4 | Apply for recognition |
| 5.3.5 | Applicant details |
| 5.3.6 | Entity, Communication and Founders/Directors/Partners Details |
| 5.3.7 | Product details & Documentations |
| 5.3.8 | Self-Declaration & Disclaimer |
| 5.4 | **Mentor Registration** |
| 5.4.1 | Basic mentor details |
| 5.4.2 | Profile Picture |
| 5.4.3 | Stage of startup interested in mentoring |
| 5.4.4 | Name and work experience details |
| 5.4.5 | Mentor industry and expertise details |
| 5.4.6 | Availability, success stories etc. |
| 5.5 | **Incubator Registration** |
| 5.5.1 | Basic incubator details |
| 5.5.2 | Logo, name, brief profile etc. |
| 5.5.3 | Date of establishment, program information, incubatee details |
| 5.5.4 | Incubator industry, expertise etc. |
| 5.5.5 | Point of Contact details |
| 5.5.6 | Success stories |
| 5.6 | **Application submission** |
| 5.6.1 | Provision to upload multiple documents at once |
| 5.6.2 | Information about the standard format of documents accepted |
| 5.6.3 | User Prompt about documents pending |
| 5.6.4 | Auto acknowledgement on mail as well as on the screen for print on |
| 5.6.5 | Provision for auto save all information fed and submit button once |
| 5.6.6 | Comments from reviewer (if sent back for compliance) |
| 5.7 | **Application Review (for admin user)** |
| 5.7.1 | Dashboard to show processed, pending and on-hold applications |
| 5.7.2 | Registration & intimation to the CEO for certification |
| 5.7.3 | In case of Gaps – either reject or ask user to fill gap (send for compliance) |
| 5.7.4 | Provision for auto save for all the information fed and submit button once |
| 5.7.5 | Provision to seek compliance from the applicant |
| 5.7.6 | Provision to flag/intimate authority on >TAT pending applications |
| 5.7.7 | Consolidate remarks to be given in the end in comment box. |
| 5.7.8 | Documents view option. Or download selected documents |
| 5.7.9 | Compilation of master data sheets |
| 5.7.10 | Export data to excel and other file formats |
| 5.7.11 | Information about key stats in the ecosystem (No of users registered, |
| 5.7.12 | Grievance resolution |

| 5.8 | **Role based User Dashboard** |
|------|------|
| 5.8.1 | Total Number of applications |
| 5.8.2 | Applications pending |
| 5.8.3 | Applicable incentives and feature to apply for the same |
| 5.8.4 | Deadlines of Events/programs registered for |
| 5.8.5 | Upcoming events/programs |
| 5.8.6 | Profiles of relevant stakeholders (mentors, investors, incubators etc.) |

## 16.13.  Application Process Flow
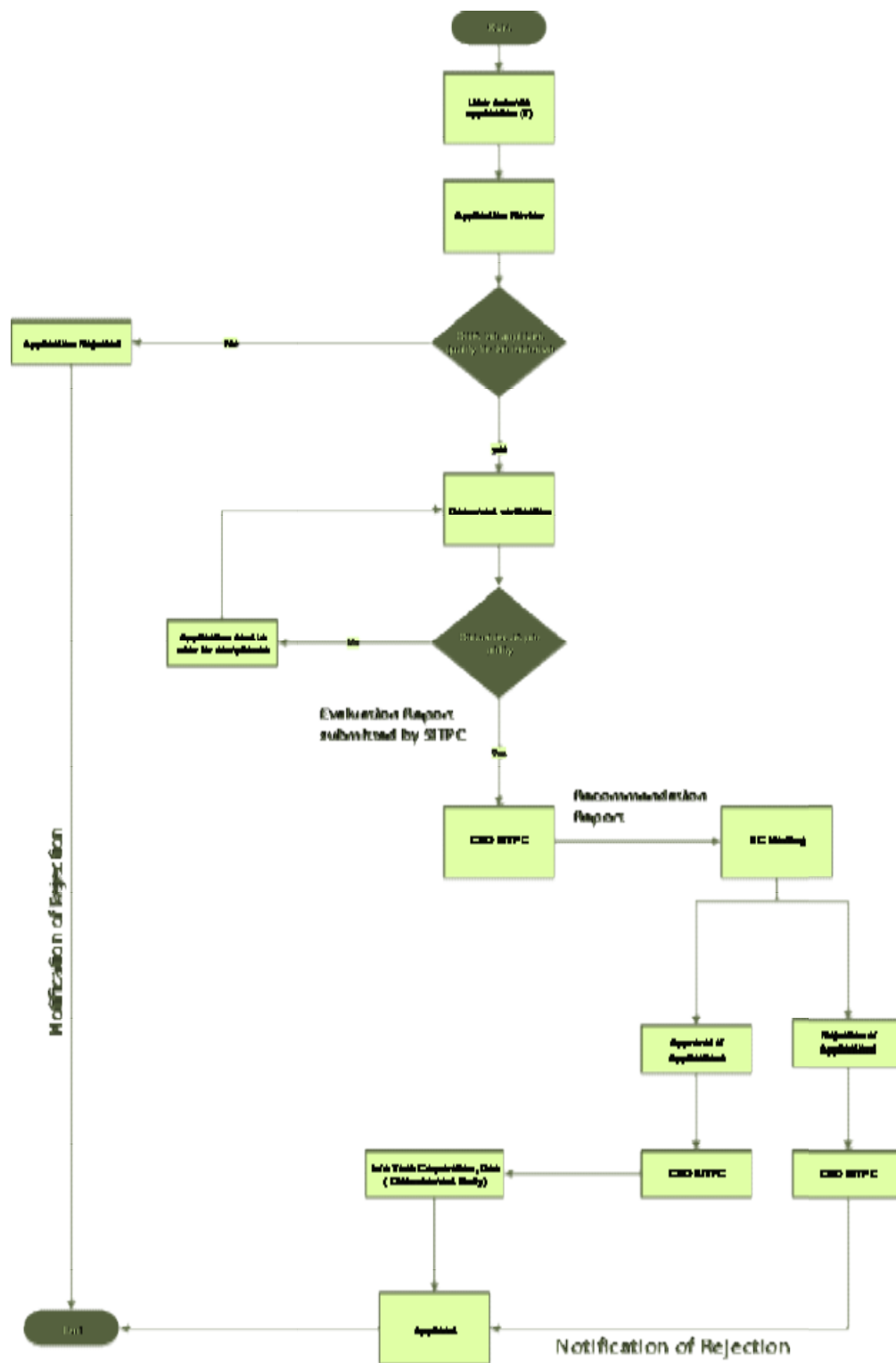
## SECTION XVII- TERMS AND CONDITIONS

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 orthe 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 protectedinformation, 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 expensefor 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 maynot 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 arepresentative 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 offerto 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)

**A. General Provisions**

### 1. Definitions

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

1.1 "Applicable Law" means the laws and any other instrument having the force of law in India for the time being.

1.2 "Agency" means any entity that will undertake the Contract as per this RFP.

1.3 "Contract" means the Contract signed by the Parties and all the attached documents listed in this General Conditions (GC) and the Special Conditions (SC).

1.4 "Day" means calendar day.

1.5 "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 1.1.

1.6 "Foreign Currency" means any currency other than Indian National Rupees.

1.7 "GC" mean these General Conditions of Contract.

1.8 "Government" means the Government of India/Government of Goa, as the case may be.

1.9 "Local Currency" means Indian National Rupees.

1.10 "Party" means "the Info Tech Corporation of Goa" or the Agency, as the case may be, and "Parties" means both.

1.11 "Services" means the work that is carried out by the Agencyas per the obligations required to be met, pursuant to this Contract outlined in the Scope of Work.

1.12 "Third Party" means any person or entity other than the Info Tech Corporation of Goaor the Bidder.

1.13 "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 intents to submita 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 and Communication, 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 isspecified 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 Authorityor the Agency may be taken or executed by the officials specified as authorised representatives.

## 8. Taxes and duties

8.1 The Agencyand 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 Agencyand 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'sofficial 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 Agencyineligible, to be awarded a contract,if it at any time determines that the agencyhas, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Authority'scontract.

## 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 Agencymaybegin 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 workmay 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, itsagents or employees, nor (ii) any event which the Partiescould reasonably have been expected both to take into account at the time of the conclusion of this Contractand avoid or overcome in the carrying out of its obligations hereunder.

16.1.3 Subject to Clause16.1.2 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 Agencyhereunder,if the Agencyfails 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 Agencyto 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 Agencyof 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

18.1The 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'sobligation 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 Agencyshall, 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 Agencyand equipment and materials furnished by the Authority, the Agencyshall 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 18.1hereof 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 Agencyshall perform the Services and carry out their obligations here under with all due diligence, efficiency and as legally permissible.

### 20.  Conflict of Interest

20.1 The Agencyshall hold the Authority'sinterests' 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 Agencyshall promptly disclose the same to the Authority and seek its instructions.

20.2 Prohibition of conflicting activities.

The Agencyshall 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 Agencyand 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 Agencyand 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'sliability under this contract shall be provided by the Applicable Law.

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

23.1 The Agencyshall 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 Authorityor its designated representative and/or the Authority, and upto two years from expiration or termination of this Contract, to inspect the same and takecopies thereof as well as to have them audited by auditors appointed by the Authority.

## 25. Reporting obligations

25.1 The Agencyshall submit to the Authoritythe reports and documents as may be required during the signing of the Contract.

## 26. Documents prepared by theAgencyto 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 Authorityand the Agencyshall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. The Agencyshall 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 Agencywholly 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 Agencyshall make available to the Authorityan inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Authority'sinstructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the Authority in writing, shall insure them at their ownexpense 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 respectto taxes and duties, the paymentshall 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 andconditions 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 daysafter itsreceipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 30 daysfollowing 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, copyrighttable 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. Agencyshall 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 Agencyshould otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, Agencyhereby 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 Agencymay have in any Subject Ideas and Inventions, however denominated, throughout the world.

34.1.3 No Use of Name: The Agencyshall 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 Agencyshall 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 Agencyshall 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 Agencyshall 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 Agencyshall 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 Agencyfor 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.

# SECTION XIX- SPECIAL CONDITIONS OF CONTRACT (SC)

1. **Service Level Agreement, Timelines and Penalties**

    i.   The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Agency to the Authority for the duration of the project against the stated scope of work. The Authority shall regularly review the performance of the services being provided by the Agency and the effectiveness of the SLA. The decision of the Authority shall be binding in this regard.

    ii.  The Successful Bidder shall monitor and maintain the stated service levels to provide quality service to the Authority. The SLAs will be reviewed on quarterly basis as the Authority.

    iii. The Post Implementation SLAs shall prevail from the start of the Operations and Maintenance Phase. However, SLAs shall be subject to being redefined to the extent necessitated by field experience at the Authority's office and the developments of technology practices globally.

    iv.  For any delay in installation and commissioning of the License/Hardware/Software or any milestone post signoff's, the Authority shall charge penalty @ 0.5% of the corresponding milestone value per week or part thereof, subject to a maximum of 10%.

2. **Standard Definition used in SLA**

    The definitions and terms as specified in this RFP with the following terms shall have the meaning as mentioned below:

    i.   "Availability" shall mean the time for which the services and facilities are available for conducting operations

    ii.  "Downtime" shall mean the time-period for which the specified services / components with specified technical and service standards are not available and excludes the scheduled outages planned in advance for the Authority and the link failures that are Agency's responsibility.

    iii. "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available. Uptime, in percentage, of any component (Non-IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$$

iv. "Helpdesk Support" shall mean the term defined under clause 16.8 which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.

v. "Incident" refers to any event / abnormalities in the functioning of the Authority's Equipment / Services that may lead to disruption in normal operations of the Authority's services.

vi. "Service Window" shall mean the duration for which the facilities and services shall be available with the Authority's .

vii. "Resolution Time" shall mean the time taken in resolving (diagnosing, troubleshooting, and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the severity of the incident reported at the helpdesk.

## 3. Scheduled Downtime

Scheduled downtime means any time when the Authority's services are unavailable because of urgent maintenance activities (viz. maintenance activities required by application or systems that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocation, reloading data and making DNS & firewall changes to close security holes) and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to the Authority minimum 24 hrs prior.

## 4. SLA Tracking and Categories

i. This section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Agency shall be reviewed by the Authority that shall:

   a. Regularly check performance of the bidder against this SLA.

   b. Discuss escalated problems, new issues and matters still outstanding for resolution.

c. Review of statistics related to rectification of outstanding faults and agreed changes.

d. Obtain suggestions for changes to improve the service levels.

ii. For the ease of monitoring, the SLA has been logically segregated in the following categories:

a. SLA 1: Project Development service levels

b. SLA 2: System Availability service levels

c. SLA 3: Content Updating service levels

d. SLA 4: Data Migration service levels

The following measurements and targets shall be used to track and report performance on a regular basis. Based on SLA performance, payment would be released on Quarterly basis against performance and subject to verification and clearance from the Authority. The penalty is shown in the following table and the maximum cap of total deduction is 10% of contract value.

## 4.1 SLA 1: Project Development SLA

The deliverables shall be completed as per the timelines mentioned. Following shall be the penalty for non-achievement of the SLA.

i. Delay of every week would account to a penalty of 1% of the respective payment milestone for first two weeks. Subsequently 2 % penalty will be deducted beyond 2 weeks of delay.

ii. The penalty during the implementation and Go-Live would be deducted from the payment to be made from the respective deliverables.

iii. The penalty would be limited to 10% of the total value of the respective deliverables. Once the maximum penalty limit has reached against respective deliverables, the Authority has the right to terminate the contract after due intimation to the bidder.

iv. Delay of every week would also account in increase of additional weeks in the maintenance period which will be over and above the maintenance period of 5 years. This duration would be accounted without incurring any charges to the Authority.

v. During the development phase, the bidder must submit all progress report on a fortnightly basis to the Authority or as and when requested by the Authority. All documentation like FRS, System Design Document, SRS, Website high level and low-level documents, UAT reports, migration strategy etc. must be submitted in due time.

## 4.2 SLA 2: System Availability

| S.N. | Measurement | Target | Severity | Penalty* |
|---|---|---|---|---|
| 1 | If the website is down (Being measured per incident) | < 2 Hrs | Critical | Nil |
|  |  | 2 hrs - 8 Hrs |  | 0.5% of QP |
|  |  | > 8 Hrs |  | 1% of QP |
| 2 | If some of the features are not available and operation continues in restricted fashion (Being measured per incident per feature) | < 12 Hr | Medium | Nil |
|  |  | 12 Hr - 24 Hr |  | 0.1 % of QP |
|  |  | > 24 Hr |  | 0.5 % of QP |
| 3 | Partial or non-critical loss of feature or functionality (Being measured per incident per feature) | < 24 Hr | Medium | Nil |
|  |  | 24 Hr - 36 Hr |  | 0.1 % of QP |
|  |  | > 36 Hr |  | 0.5% of QP |

*Penalty would have a multiplying effect of total no. of incidents in a quarter. For E.g. If there are 3 incidents in a quarter with > 8 Hrs downtime the penalty would be 3% of QP.*

## 4.3 SLA 3: Content Updation

| SN. | Level | Function/ Technology | Service Level | Penalty |
|---|---|---|---|---|
| 1. | **Critical** | Content Uploading and Content Removal | During business Hours – **For Critical Requests - Within 30 mins. from receipt of request (after due approval | During Business hours: ** For Critical Requests - <= 30 mins.: 0% of QP - > 30 mins <= 60 mins. 1% of QP |

| SN. | Level | Function/ Technology | Service Level | Penalty |
|---|---|---|---|---|
| | | | from the department) ** | - >60 mins to <=120 mins:3% of QP<br><br>- > 120 mins: 5% of QP |
| | | | During business Hours – **For Regular Requests - Within 2 hours from the requested time | During Business hours:<br><br>** For Regular Requests<br><br>- <240 mins: 0% of QP<br><br>- >240 mins to <= 480 mins:1% of QP<br><br>- >480 mins: 5% of QP |
| | | | Non - business hours<br><br>Within 4 hours or earlier from the start of the next business day | During Non - Business hours:<br><br>- <240 mins: 0% of QP<br><br>- >240 mins to <= 480 mins:1% of QP<br><br>- >480 mins: 5% of QP |
| 2. | **Minor** | Content Updating – Others | To be mutually agreed | To be mutually agreed |

**(QP = Quarterly Payment)**

## 4.4 SLA 4: Data Migration SLA

| S.N. | Measurement | Target | Penalty |
|---|---|---|---|
| I | Data Loss during data migration exercise | 100% | Nil |
| | | 100%-99% | 5% of the respective payment milestone for data migration |
| | | > 99% | 10% of respective payment milestone for data migration |

## 5. SLA Review Process and Penalty

i. Either the Authority or the Agency may raise an issue by documenting the business or technical problem which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

ii. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

iii. The Authority and the Agency shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Agency will then communicate the resolution to all interested parties.

iv. In case the issue is still unresolved, GC 32 shall be applicable.

v. The total deduction should not exceed 10% of the QP.

vi. Three consecutive quarterly deductions of 10% of the applicable fee on account of any reasons will be deemed to be an event of default and the Authority may terminate the contract after intimating the Agency.

**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 sub mitted 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

1. 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 anddownloaded from website https://eprocure.goa.gov.in.

2. Those bidders not registered on the website mentioned above, are required toget registered beforehand. If needed, they can be imparted training on onlinebidding 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 thedocuments uploaded during tender submission. Any discrepancies in the matterwill be liable for rejection and suitable action.

5. In case of any problems faced by the Applicant in browsing thewebsite, please contact helpdesk on 0120-4001 002, 0120-4001 005, 0120-6277 787 or email e-tender.goa@gov.in.

**SCHEDULE – 4**
**APPENDICES**

**APPENDIX-I**
**PRE-QUALIFICATION DOCUMENT**
**Form-1**
**Letter of Proposal**
(On Applicant's letter head)

(Date and Reference)

To,

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

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

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

**Subject: RFP for Development of Goa Start-up & IT Web Portal**

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 the 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 DOCUENT
### Form-2
### Particulars of the Bidder

| 1.1 | Name of the Firm: |
|-----|-------------------|
| 1.2 | Title of Project: |
| 1.3 | State the following:<br><br>Legal status (e.g. sole proprietorship or partnership):<br><br>Country of incorporation:<br><br>Registered address:<br><br><br><br>Year of Incorporation:<br><br>Year of commencement of business:<br><br>Principal place of business:<br><br><br><br>Name, designation, address and phone numbers of authorised signatory of the Applicant:<br><br>Name:<br><br>Designation:<br><br>Company:<br><br>Address:<br><br>Phone No.:<br><br>E-mail address: |

| | |
|---|---|
| 1.4 | For the Applicant, state the following information:<br><br>(i) In case of non-Indian Firm, does the Firm have business presence in India?<br><br>Yes/No<br><br>    If so, provide the office address(es) in India.<br><br><br>(ii) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years?<br><br>Yes/No<br><br><br>(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?<br><br>Yes/No<br><br><br>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?<br><br>Yes/No<br><br><br>(v) Has the Applicant or any of its Associates, suffered bankruptcy/insolvency in the last five years?<br><br>Yes/No<br><br><br>**Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible to participate.** |
| 1.7 | |

|   | (Signature, name and designation of the authorised signatory) |
|---|---|
|   | For and on behalf of ……………….. |

# 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 Goain 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:**

1. 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.<br><br><br>(Signature, name and designation of the authorised signatory)<br>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. (Work order/ Certificate of Completion from the client/ Contract Agreement)

**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 professionalfees.

(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:**

1. 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. (Work order/ Certificate of Completion from the client/ Contract Agreement)

## APPENDIX-II
## TECHNICAL PROPOSAL
### Form-9
### Abstract of Previous Work Experience in Start-up Web Portal

| 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:**

1. 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-10**
**Details of Work Experience in Start-up Web Portal**

| | | |
|---|---|---|
| 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.  (Work order/ Certificate of Completion from the client/ Contract agreement)

# APPENDIX-II
## TECHNICAL PROPOSAL
### Form-11
### Abstract of Previous Work Experience in Goa in the last 7 years

| 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:**

1. 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-12**
**Details of Previous Work Experience in Goa in the last 7 years**

| | | |
|---|---|---|
| 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.  (Work order/ Certificate of Completion from the client/ Contract agreement)

## APPENDIX-II
## TECHNICAL PROPOSAL
### Form-13
### 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-14
### 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-15**
**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-14.

**APPENDIX-II**
**TECHNICAL PROPOSAL**
**Form-16**
**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-14, 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-17**
(To be submitted through e-tender mode only)

| Sr. No. | Description | Amount |
|:---:|:---|:---:|
| 1 | Lumpsum Fee | |

**Note:**

The Lumpsum fee shall be exclusive of GST.