

# ENLISTMENT PROCESS

*Goa Electronics  
Ltd. [GEL]*

**for all website related activities of the State  
Government Departments**

**Enlistment Process No: - GEL/WEB/ENLST-27**

**Date: - 28<sup>th</sup> May 2019**

**Goa Electronics Limited (GEL)**  
**Government of Goa**

**ENLISTMENT PROCESS**

*For all website related activities of the State Government Departments*

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**1. ACRONYMS AND ABBREVIATION**

AMC	ANNUAL MAINTENANCE CONTRACT
DOIT	DEPARTMENT OF INFORMATION TECHNOLOGY
FY	FINANCIAL YEAR
GEL	GOA ELECTRONICS LIMITED
GIGW	GUIDELINES FOR INDIAN GOVERNMENT WEBSITES
GoG	GOVERNMENT OF GOA
ITG	INFOTECH CORPORATION OF GOA
MSME	MICRO, SMALL AND MEDIUM ENTERPRISE
PMU	PROJECT MANAGEMENT UNIT
SDA	STATE DESIGNATED AGENCY
SDC	STATE DATA CENTRE
SLA	SERVICE LEVEL AGREEMENT
SRS	SYSTEM REQUIREMENT STUDY
SSL	SECURE SOCKET LAYER
WDDA	WEBSITE DEVELOPMENT AND DESIGNING AGENCIES

## 2. PROCEDURE FOR ENLISTMENT PROCESS

### GOA ELECTRONICS LIMITED (GEL)

GEL as an SDA in association with Department of Information Technology, Government of Goa invites applications from all Website Development and Designing Agencies (WDDA) **registered** in the state of Goa, for undertaking the jobs related to the website activities of the State Government Departments. Following is the Procedure of ENLISTMENT PROCESS for all website related activities of the State Government Departments:

- 1) The WDDA has to submit application along with the amount of Rs. 5000/- as an enlistment fee and the documents mentioned at ANNEXURE "A" to the address of :- The Chief Executive Officer - Goa Electronics Limited, Mezzanine floor, Block 'B', EDC House, Dr. Dada Vaidya Road, Panaji, Goa-403001. Any of the WDDA can apply for the enlistment process for the period of TWO years. The WDDA's interested in undertaking the website related activities have to ensure that they have to abide by the complete scope as mentioned in the document for a period of TWO years.
- 2) Internal Committee of GEL will scrutinize the applications along with the documents submitted as per ANNEXURE "A". Scrutiny Report of WDDA will be forwarded to DOIT for approval.
- 3) On Approval, a **contract** will be signed between WDDA and GEL specifying the requirement of the standards to be followed while designing the website which includes GIGW compliance, SSL certification, renewals, STQC audit, hosting on SDC, content updation, the SLA's and financials.
- 4) Once the contract is signed, WDDA will be added to the enlistment. This updated list of agencies will be displayed on the DOIT and GEL website. Updation to the list will be done quarterly.
- 5) The contract will be valid for a period of TWO years and may be renewed further in order to continue with the services.
- 6) The enlistment process will be an ongoing process where in the interested WDDA's who carry out the website related activities have to apply & get enlisted.

Chief Executive Officer  
Goa Electronics Limited

In case of any queries the same may be mailed to:  
[jyoti@goelectronics.co.in](mailto:jyoti@goelectronics.co.in) and [revati@goelectronics.co.in](mailto:revati@goelectronics.co.in)  
Mobile No: 9923147686

### **3. ENLISTMENT PROCESS BACKGROUND**

#### **3.1 Background of Enlistment Process**

In view of the circular issued by Department of Information Technology (DOIT) appointing Goa Electronics Limited (GEL) as an State Designated Agency (SDA) for all website related activities such as design, development, hosting, security audit, STQC audit, GIGW compliance, maintenance and monitoring of State Government Departments websites, where in the State Government Departments will give the requirements related to the development or updation or maintenance of their respective websites to the SDA who will then allot the work to one of the enlisted WDDA's.

Therefore, it is proposed to carry out the Enlistment Process where in all the local goan Website Development and Designing Agencies (WDDA) will be enlisted and allotted the work related to the Design, Development and Maintenance of the State Government Websites.

GEL on behalf of DOIT has designed this enlistment process through which applications are invited from the WDDA's with an objective to evaluate the same. Such WDDA's will be enlisted and all the website related activities of the State Government Department will be assigned to them.

#### **3.2 Objective**

The objective of this document is to identify the WDDA's and enlist them under the enlistment categories so that the work can be assigned to them based on the complexity and the estimated value of work order.

#### **4. Stakeholders**

##### **Goa Electronics Limited (GEL)**

GEL as an SDA will gather the scope requirements related to the website development / maintenance, invite closed quotations among the enlisted agencies of the specific category based on the estimated value of work order and allot the work to the selected enlisted agency. GEL will be the Monitoring Agency for the entire project period of 2 years. During this tenure, GEL will monitor the development from time to time and accordingly release the payment in parts to the selected enlisted agency based on the sign off received from the department and payment schedule.

##### **Enlisted Agencies**

The enlisted agencies shall deliver the work as per the requirement documents shared in by SDA along with the work order. Enlisted agencies will be allotted the work of design and development of the website along with the maintenance period of TWO years.

##### **State Government Departments**

The state government departments will approach SDA for any type of website related activities such as Development/ Updation / Maintenance of their respective websites.

## 5. Scope of Work

The broad scope of work will include the following:

### 1. Scope of Work of Enlisted Agency

- a. New website Development / Enhancement / Upgradation of the existing website
  - i. Prepare detailed SRS (System Requirement Specification)
  - ii. Design, Development and Hosting of website
    - a) Develop the website/ carry out the enhancement / upgradation of the website.
    - b) Design & Develop the website as per the framework layout and the guidelines laid down by the SDA.
    - c) Hosting of the website on SDC.
    - d) Conduct the demo of the website to the respective department along with GEL and get UAT towards the same.
    - e) Carry out the changes suggested by the respective department (if any).
    - f) Compliance as per Website Security Audit Certificate issued by CERT-IN and Website Quality Certification issued by STQC.
    - g) Go - Live by hosting the website on the SDC's live environment and share the URL.
    - h) Content Management System to be incorporated in the developed website.
- b. Maintenance of the hosted and existing websites for the period of TWO years
  - i. Meeting the Pre - Requisites before undertaking the existing website under maintenance
  - ii. Maintenance of the hosted and existing websites of the state government departments

### 2. Scope of Work of GEL as an SDA (For Information to WDDA's)

- a. Enlistment of the WDDA's as an enlisted agency
- b. Conduct the System study as per the requirements and prepare scope document
- c. Call in for closed quotations from the enlisted agencies of the specific category
- d. Evaluate the quotations submitted and issue work order to the enlisted agency



- e. Monitoring of Development of work as per scope of work
- f. Identify the CERT IN and STQC empanelled auditors for carrying out the audits
- g. Define SLA & Payment milestones for each website requirement & ensure compliance

The detailed scope of work is mentioned below:

**1. Scope of Work of Enlisted Agency**

**a. New website Development / Enhancement / Upgradation of the existing website**

i. Prepare detailed SRS (System Requirement Specification)

Once the work order is received from the SDA regarding new website development /enhancement / upgradation of the existing website, the enlisted agency will have to prepare a detailed SRS based on the scope document submitted, as per the format of the SRS shared by the SDA. This SRS have to be submitted to the SDA for approval.

ii. Design , Development and Hosting of the website

a) Develop the website/ carry out the enhancement / upgradation of the website

On approval of the SRS from the SDA, the selected enlisted agency will develop / carry out the enhancement / upgradation to the website based on the SRS prepared.

b) Design & Develop the website as per the framework layout and the guidelines laid down by the SDA

The selected enlisted agency will have to Design & Develop the website as per the framework and the guidelines laid down by the SDA and shall strictly abide by the same:

- i. Website design shall be as per the Sample Framework Layout shared by the SDA.
- ii. Shall follow the prevailing Guidelines for Indian Government Websites (GIGW Version 2.0) issued by Government of India from time to time, and all changes shall be incorporated in the websites accordingly to ensure quality, usability, user- centricity and accessibility of websites across their lifecycle. These guidelines are accessible at <http://www.webguidelines.gov.in>.

- iii. Shall develop/enable government websites in the state to be accessible to persons with disabilities (Divyangjan) as per GIGW Version 2.0/WCAG 2.0 standards.
- iv. Shall comply with metadata and data standards which are available at [www.egovstandards.gov.in](http://www.egovstandards.gov.in) from time to time.
- v. In case any third party paid software needs to be installed, proper permissions are to be taken from SDA.
- vi. Shall comply with the guidelines issued by Government of India and/or Government of Goa from time to time.

\* Above is the tentative list of Guidelines / Standards. These can be changed / updated from time to time which need to be strictly followed by the enlisted agency.

c) Hosting of the website on the SDC's development environment

Once the website is developed, the enlisted agency have to carry out the following responsibilities in order to host the website on the SDC's development environment

- i. Shall assist the department to take necessary approvals / permissions by coordinating with SDC in order to host the website on the SDC's development environment.
- ii. Assist the department for procurement of VPN credentials by coordinating with SDC.
- iii. Shall share the URL of the hosted website with the respective department and SDA.

d) Conduct the demo of the website to the respective department along with GEL and get the first level UAT towards the same

On hosting of the website on the SDC's development environment, the enlisted agency shall conduct the demo of the website to the respective department along with the SDA and submit the UAT (User Acceptance Test) with the completion report to SDA along with the change request form (if any) which will contain if any changes are required by the department towards the hosted website.

e) Carry out the changes suggested by the respective department (if any)

After conducting the demo with the respective department, in case if any changes in the hosted website are suggested by the department, the same shall be carried out by the enlisted agency.

f) Compliance as per Website Security Audit Certificate issued by CERT-IN and Website Quality Certification issued by STQC

Once the website is developed and the UAT is taken from the department, enlisted agency shall comply and furnish Website Security Audit Certificate issued by CERT-IN and Website Quality Certification issued by STQC to SDA on completion of respective audit. Enlisted agency will get the respective audit's conducted only from those agencies which are identified by the SDA from the list of empanelled agencies. Ensure compliance with website security guidelines issued by CERT-IN from time to time which are available at [www.cert-in.org.in](http://www.cert-in.org.in) in order to prevent websites being compromised. The cost towards procurement of necessary certifications shall be borne in by the respective department.

g) Go - Live by hosting the website on the SDC's live environment and share in the URL

Once the audit certificates are submitted to SDA, the enlisted agency shall comply with the State Data Centre (SDC) guidelines for deployment of websites at SDC and for availing fourth level domain name. Also assist the department to procure the SSL certificate and install the same. The cost towards the procurement of the SSL certificate shall be borne in by the respective department.

h) Content Management Framework to be incorporated in the developed website

The selected enlisted agency have to ensure that the Content Management Framework be incorporated in the developed website. Train Website Content Manager of the respective department on methodologies of carrying content management and updates.

- ii. Maintenance of the hosted and existing websites of the state government departments for the period of TWO years.

The enlisted agency shall carry out the maintenance of the hosted as well as already existing website of the state government departments for the period of TWO years.

The scope of maintenance will include the following:

In case the existing website of the state government departments, the selected enlisted agency shall carry out the following check before undertaking the website under maintenance:

- i. Meeting the Pre - Requisites before undertaking the website under maintenance

In case the existing website is not as per the standards and guidelines laid down by SDA, the enlisted agency have to ensure the website meets the pre-requisites mentioned by the SDA before undertaking the website under maintenance.

Pre - requisites for the State Department Websites includes the following:

- a. Hosting of the website on the State Data Centre under gov.in domain.
- b. Website shall be security audited by CERT-IN empanelled agency.
- c. Website shall have quality certification issued by STQC.
- d. Website shall Comply to GIGW standards.
- e. Website shall have SSL certification.
- f. Website shall have Content Management System.

- ii. Once the website of the respective department is as per the standards and guidelines laid down by SDA the enlisted agency will undertake the maintenance of the website for the period of TWO years.

The scope of work of maintenance will include the following:

- Monitoring errors and any spam contents.
- Regular back up of the website and checking the backup by restoring the same.
- Regular check and updates on Software and plug-in.
- Updating the navigation, discontinuation of any broken link and any errors towards any link.

- Checks for website speed, browser compatibility, search ranking.
- Review website Domain Registration Information.
- Checking website statistics, search visibility on a regular basis.
- Yearly third party security audit and fixing changes towards the portal (if any).
- Proper maintenance of a checklist of all the activities performed and submission to the SDA on monthly basis.
- Maintenance of the portal to ensure all existing modules function correctly on the portal without any errors/bugs.
- Ensure timely updation of the content of websites and security of websites.

**2. Scope of Work of GEL as an SDA (For Information to enlisted agencies)**

- a. Enlistment of the WDDA's as an enlisted agency
- b. Conduct the system study as per the requirements and prepare scope document
- c. Call in for closed quotations from the enlisted agencies of the specific category
- d. Evaluate the quotations submitted and issue work order to the selected enlisted agency
- e. Monitoring of Development of work as per scope of work
- f. Identify the CERT IN and STQC empanelled auditors for carrying out the audits
- g. Define SLA & Payment milestones for each website requirement & ensure compliance

**a. Enlistment of the WDDA's as an enlisted agency**

GEL, being an SDA will take the complete onus of the Enlistment Process. Once the WDDA submits the application in order to apply for the enlistment process, SDA will carry out the scrutiny of the application along with the documents attached and group the WDDA's under the following enlistment categories:

Enlistment Category (A)	Cummulative turnover upto last three financial years (Rs.) (B)	Minimum Number of Website Design and Development Projects executed in the last three years (C)	Cummulative value of projects in column 'C' (D)
Class I	>50 Lakhs	> 6 projects	> 10 Lakhs
Class II	>30 lakhs and <=50 Lakhs	> 4 projects	> 05 Lakhs
Class III	>10 lakhs and <=30 Lakhs	> 3 projects	> 03 Lakhs
Class IV	<=10 Lakhs	> 2 projects	> 02 Lakhs

The WDDA's will be categorized under the enlistment categories so that the distribution of work is done uniformly among the categories based on the quantum of work and the value of work order.

Note: I) Agencies classified under Class I enlistment category will be called to submit quotations for project with estimated value > 05 lakhs.

Agencies classified under Class II enlistment category will be called to submit quotations for project with estimated value > 02 lakhs and <= 05 lakhs.

Agencies classified under Class III enlistment category will be called to submit quotations for project with estimated value > 01 lakh and <= 02 lakhs.

Agencies classified under Class IV enlistment category will be called to submit quotations for project with estimated value <= 01 lakh.

II) For any given project, quotation will be called from the class of vendor identified in that relevant class and all vendors in class lower to the identified class.

for eg. If the project is of estimated value 2.5 lakhs, quotations will be called from Class II, Class III and Class IV enlistment category.

**While issuing the work order, as per the best practices of preferential procurement, the preference would be given to: upto 20% for StartUp's and upto 10% for Women Entrepreneur.**

**b. Conduct the System study as per the requirements and prepare scope document**

On completion of the enlistment process, all the state government departments will approach SDA for the development / enhancement / upgradation /maintenance of their respective website. Based on the requests from the state government departments, SDA will analyze the current status of each website and group them under the following categories namely:

Category	Description
Category 1	No website available with the department
Category 2	Website developed by NIC and maintained by NIC
Category 3	Website developed by an external agency/private vendor and maintained by the private vendor
Category 4	Website developed by an external agency/private vendor but currently not maintained by the vendor
Category 5	Website developed by GEL and maintained by GEL
Category 6	Website developed by GEL and not maintained by GEL

This categorization will be done so that the scope document towards the website can be prepared accordingly. Except for Category 2, SDA will undertake the work and formulation of scope of work for all other categories. SDA will conduct the system study, prepare initial requirement document, analyse the scope of work towards the respective website and prepare the scope document.

**c. Call in for closed quotations from the enlisted agencies of the specific category**

Once the scope of work document is prepared, closed quotations will be invited from the enlisted agencies of the specific category and also other lower enlistment category classes based on the estimated value of work order.

In case of maintenance of the existing website of the state government department, SDA will invite closed quotations from the enlisted agencies and will give first right of refusal to the existing vendor (one from the enlisted agency) who has developed the respective

department website and is currently maintaining it. If the existing vendor is willing to take up the maintenance of the website at L1 rate, SDA will issue work order to the existing vendor along with specific delivery based payment schedule and SLA. If the existing vendor is not willing to take up the maintenance work at L1 rate, SDA will issue work order to the enlisted agency who have quoted the L1 rate with specific delivery based payment schedule and SLA.

**d. Evaluate the quotations submitted and issue work order to the enlisted agency**

Once the enlisted agencies submit the quotations, SDA will evaluate the quotations submitted and determine the best least rate i.e L1 for carrying out the required work. This quoted rate will be forwarded to the respective department for approval. On receipt of sign off from the respective department on the rate quoted, SDA will issue work order to the enlisted agency who quoted the L1 rate with specific delivery based payment schedule and SLA. Framework/ Layout and Guidelines for design, development and hosting the website at SDC will be shared in by the SDA.

**e. Monitoring of Development of work as per the scope of work**

On commencement of the development work by the selected enlisted agency, SDA will monitor the development of the work allotted from time to time. SDA will ensure the websites are developed as per the guidelines laid down by the SDA and also as per the scope of work.

**f. Identify the CERT IN and STQC auditors for carrying out the audits**

For each project requirement, SDA will appoint the agencies from the CERT-IN and STQC empanelled agencies so that the selected enlisted agency carries out the Website Security Audit issued by CERT-IN and Website Quality Certification issued by STQC through these appointed agencies.



**g. Define and Monitor SLA's**

Defining the SLA's and monitoring the SLA's stringently will be the job of SDA. SDA will monitor all the SLA's as per the contract which will be signed between the SDA and the enlisted agency and ensure that compliance is done by each and every enlisted agency approved by DOIT.

In case of non adherence to the SLA by the enlisted agency, SDA will submit the detailed report to DOIT for blacklisting of the enlisted agency if needed.

**h. Define payment milestones for each project and release payment as per payment schedule**

SDA will define the payment schedule milestones as per the type of requirement and accordingly release payment in parts based on the sign off received from the department and payment schedule's defined.

**6. Documents Submission and Evaluation**

**a. Documents Submission**

a. A hard copy of application along with the amount of Rs. 5000/- as enlistment fee and the documents mentioned at "ANNEXURE - A" need to be submitted to the address of the CEO - Goa Electronics Limited, as mentioned in the document in an envelope. Name of the WDDA along with the Address & Enlistment Process No. should be clearly stated on the envelope. The hard copy of the documents mentioned at "ANNEXURE - A" shall be placed in the envelope superscripted as "**Technical Document towards the Enlistment Process No. GEL/WEB/ENLST-27 for all website related activities of the State Government Departments**" to be submitted at the O/o Goa Electronics Limited.

**b. Documents Scrutiny**

The Internal Committee of GEL will examine the documents submitted. The scrutiny will be conducted based on the support documents submitted by the WDDA's. If the documents submitted are not as per "ANNEXURE -A", in the first stage of scrutiny applications may be

rejected and further evaluation may not be carried out. Only the qualified WDDA's will be enlisted for carrying out the website related activities of the state government departments.

**c. Suppression of facts and misleading information**

- a. During the documents evaluation, if any suppression or misrepresentation is brought to the notice, GEL shall have the right to reject the application and if after enlisting the agency, the contract will be terminated as the case may be. The rejection/ termination will be without prejudice to the rights of GEL to initiate any other action and without any compensation to the WDDA and the Security Deposit, as the case may be, shall be forfeited.
- b. WDDA's should note that any figures in the proof documents submitted for seeking approval are found suppressed or erased, GEL shall have the right to seek the correct facts and figures or reject such applications.
- c. It is up to the applicants to submit the full copies of the proof documents to meet out the criteria. Otherwise, GEL at its discretion may or may not consider such documents. The enlistment process calls for full copies of documents to prove the WDDA's experience and capacity to undertake the project.

**GEL/DOIT reserves the right to:**

GEL/DOIT reserves its right to withhold any amount of SD for the deficiency in the service.

**Clarifications by GEL/DOIT**

Wherever deemed necessary, GEL/DOIT may seek clarifications on any aspect from the WDDA. However, that would not entitle the WDDA to change or cause any change in the documents submitted. During the Evaluation of Technical documents submitted, GEL/DOIT may seek additional information or historical documents for verification to facilitate decision making.

**7. Enlistment Process Terms and Conditions:**

- i. Incomplete or conditional applications will be summarily rejected.

- ii. The WDDA shall bear all costs associated with the preparation and submission of its application and DOIT/GEL in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the enlistment process.
- iii. The person signing the application form (or any other document) on behalf of the WDDA, shall be deemed to warranty that he/she has the authority to sign such documents and if on inquiry it appears that the person so signing had no authority to do so, DOIT/GEL may without prejudice to other civil and criminal remedies, hold the signatory liable for all costs and damages.
- iv. DOIT/GEL reserves the right to reject all or any application without assigning any reason. DOIT/GEL also reserves the right to cancel the enlistment process at any time prior to signing the contract and DOIT/GEL will have no liability for above mentioned actions.
- v. In the event of the WDDA engaging in any corrupt or fraudulent practices during the approval process the said application will be rejected. For the purpose of this clause:  
“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a DOIT/GEL official in the approval process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome. “Fraudulent Practice” means a misrepresentation of facts in order to influence approval process to the detriment of DOIT/GEL.
- vi. Any dispute, arising out of this Enlistment Process will be under the jurisdiction of Goa Court.
- vii. DOIT/GEL would in no way be responsible for any issues, litigation's, or legal implications arising if at all due to use of any pirated software by the WDDA. The complete onus and responsibility of any such consequences would be on the WDDA.
- viii. The WDDA should be fully and completely responsible to GEL for all the deliveries and deliverables.
- ix. It will be the responsibility of the WDDA that all factors have been investigated and considered while submitting the application and no claims whatsoever will be entertained by DOIT/GEL. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the WDDA to appraise themselves.

**x. Instructions**

- a. The WDDA's are expected to examine all instructions, forms, terms and other information in the document. Failure to furnish all information required as mentioned in the document or submission of a application not substantially responsive to the Enlistment Process in every respect will be at the WDDA's risk and may result in rejection of the application.
- b. It will be imperative for each WDDA(s) to familiarize himself / themselves with the prevailing legal situations for the execution of contract. GEL / DOIT shall not entertain any request for clarification from the WDDA regarding such legal aspects of submission of the applications.
- c. It will be the responsibility of the WDDA that all factors have been investigated and considered while submitting the application and no claim whatsoever will be entertained by GEL/DOIT. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the WDDA to appraise themselves.

**xi. Contacting Enlistment Processing Authority**

- a. WDDA's shall not make any attempts to establish unsolicited and unauthorized contact with the Enlistment Processing Committee and any attempt by any WDDA to bring extraneous pressures on the Enlistment Processing Committee and / or the Officials of GEL shall be the sufficient reason to disqualify the WDDA.
- b. Notwithstanding anything mentioned above, the Enlistment Processing Committee may seek bonafide clarifications from WDDA's relating to the applications submitted by them during the evaluation of documents.

**xii. Force Majeure:**

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

- a. Any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity.
- b. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds.

- c. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy.

### **xiii. Arbitration**

#### **a. Adjudication of Disputes**

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

- b. Subject to the above, will be under the jurisdiction of Goa Court.

### **xiv. Execution of Work**

#### **a. Acceptance of Approval and Withdrawals**

The final acceptance of the applications is entirely vested with GEL/DOIT who reserves the right to accept or reject any or all of the applications in full or in parts without assigning any reasons whatsoever. GEL/DOIT may also reject all the applications for reasons such as change in Scope, court orders, calamities or any other unforeseen circumstance. After acceptance of the applications by GEL/DOIT, the approved WDDA shall have no right to withdraw his application.

**b. Contract Signing**

On approval of the scrutiny report by DOIT, a Contract will be signed between the WDDA and GEL specifying the requirement of the standards to be followed while designing the website.

**c. Payment of Security Deposit (SD)**

- i. The enlisted WDDA's will be required to remit the Security Deposit (SD) equivalent to 10% of the allotted work order value which will be worked out along with the work order issued by the SDA to the enlisted agency in the form of Bank Guarantee from the nationalized/scheduled banks, acceptable in favour of "The Chief Executive Officer, Goa Electronics Limited, Mezzanine floor, Block 'B', EDC House, Dr. Dada Vaidya Road, Panaji, Goa-403001." The SD shall be paid within 15 days from the date of signing of contract by GEL. The Security Deposit will be refunded to the enlisted agency only after the satisfactory completion of the contract period or extension of the period, if any. The Security Deposit held by GEL/DOIT till it is refunded to the enlisted agency will not earn any interest thereof.
- ii. If the enlisted agency fails to act upon the enlistment process conditions or backs out from the contract or does not execute the job as per the Terms and Conditions of the enlistment process, the SD will be forfeited to GEL.

**d. Execution of Contract**

- i. The enlisted agency should execute a contract in non-judicial stamp Paper bought in Goa in the name of the agency within 7 days from the date of signing of contract by GEL/DOIT with such changes/modifications as may be indicated at the time of execution on receipt of confirmation from GEL/DOIT.
- ii. The enlisted agency shall not assign or terminate the contract, the benefits or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of GEL/DOIT. GEL/DOIT reserves its right to cancel the work order either in part or full, if this condition is violated. If the

enlisted agency fails to execute the contract, the amount deposited by the enlisted agency will be forfeited and their application will be held as non-responsive.

- ii. The expenses relating to the execution of the contract should be borne in by the enlisted agency.
- iii. The conditions stipulated in the contract should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of GEL/DOIT. GEL/DOIT shall also have the right to recover any consequential losses from the enlisted agency.

**e. Release of SD**

The Security Deposit will be refunded to the enlisted agencies on completion of the project period of work allotted subject to satisfaction of GEL/DOIT after getting the UAT and completion certificate from the concerned state government department. Such completion would be arrived at when the entire project is completed by the enlisted agencies as per the Contract Agreement and as per Work Order(s) issued by SDA from time to time and on completion of the maintenance period.

**f. Forfeiture of SD**

- i. If the enlisted agency fails to act upon to the enlistment process conditions or backs out from the contract or does not execute the job as per Terms and Conditions of the enlistment process, the SD will also be forfeited to GEL.

**g. Termination of Contract**

**• Termination for default**

GEL/DOIT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the enlisted agency, terminate the contract and call for forfeiture of SD in whole or part,

1. if the enlisted agency fails to perform any of the obligation(s) under the contract/work order

(Or)

2. if the enlisted agency, in the judgment of GEL/DOIT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- **Termination for Insolvency**

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

- **Termination for Convenience**

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

**h. General Terms & Conditions:**

- i. The final decision would be based on the fulfillment of the technical requirements.
- ii. GEL/DOIT reserves the right not to accept or to reject any or all the applications without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of the approval process as deemed necessary in the best interests of GEL/DOIT for good and sufficient reasons.



- iii. The enlisted agency shall not assign or terminate the contract, the benefit or burden thereof to any other person or persons or body corporate. The agency should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the prior written consent of GEL/DOIT.
- iv. After the enlistment process and signing of the contract with the enlisted agency, Design / Development / Maintenance work of the website shall be started only after the placement of the work order by the SDA as per the work delivery /payment schedule milestones. No work is to be started without the work order from the SDA.

vii. **Exit Clause**

In case of Exit, the enlisted agency has to do the proper Knowledge Transfer to the other selected enlistment agency of the work undertaken and shall ensure proper handover of the work towards the smooth functioning of the website within two weeks prior to the date of expiry.

**8. Enlistment Tenure**

The enlistment tenure granted to the selected enlisted agency is proposed to be for a period of 2 years. The period may be extended further based on the performance of the enlisted agency. However, SDA reserves the right to alter the enlistment tenure at any time giving notice to the enlisted agency.

**TECHNICAL DOCUMENT LIST**

- a. The applicant has to ensure that all documents as mentioned below in this section are submitted to the GEL.
- b. The applicant is expected to examine all instructions, forms, terms, and requirements in the document. GEL reserve the right to reject the incomplete applications.

Sr. No.	Enlistment Category	Technical Documents List	Supporting Documents
1.	Class I, Class II, Class III, & Class IV	The WDDA shall pay the enlistment fee of Rs.5000/- in the form of Demand Draft acceptable in favour of "The Chief Executive Officer, Goa Electronics Limited, Mezzanine floor, Block 'B', EDC House, Dr. Dada Vaidya Road, Panaji, Goa-403001."  <b>No Cheque and Cash will be accepted.</b>	Demand Draft of Rs.5000/- in favour of "The Chief Executive Officer, Goa Electronics Limited, Mezzanine floor, Block 'B', EDC House, Dr. Dada Vaidya Road, Panaji, Goa-403001."
2.	Class I, Class II, Class III, & Class IV	The applicant should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm.  In case of registered partnership firm all partners shall be liable, jointly or severally during the application process and during the currency of the contract period in accordance with the terms of contract.  The documents shall be signed so as to legally bind all partners, jointly and severally.	a) Copy of the Certificate of Incorporation.  b) In case the applicant is a Registered Partnership Firm, they should produce the copy of Registered Partnership Deed.  c) In case the applicant is a Sole Proprietary Firm, they should produce the copy of GST Registration.  d) Copy of Certificate of Registration.

3.	Class I, Class II, Class III, & Class IV	<p>In case of StartUp firms, the firm should be certified as StartUp under Goa StartUp Policy 2017 or must have applied for the same</p> <p>In case of IT companies, the company should be registered under Goa IT Policy 2018 or must have applied for the same</p>	<p>In case the applicant is a StartUp Firm, Valid StartUp Certificate issued by StartUp Promotion Cell.</p> <p>In case the applicant is a IT company, document stating the Registration No. and Date</p>
4.	<p>Class I</p> <p>Class II</p> <p>Class III</p> <p>Class IV</p>	<p>The WDDA should have a registered office for atleast FIVE years from the date of incorporation or registration <b>in the State of Goa.</b></p> <p>The WDDA should have a registered office for atleast THREE years from the date of incorporation or registration <b>in the State of Goa.</b></p> <p>The WDDA should have a registered office atleast TWO years from the date of incorporation or registration <b>in the State of Goa.</b></p> <p>The WDDA should have a registered office atleast ONE year from the date of incorporation or registration <b>in the State of Goa.</b></p>	<p>Attach copy of any 2 of the following property documents: Tax bill/ Electricity bill / Telephone Bill / G.S.T. -C.S.T. registration / lease agreement etc.</p>
5.	Class I	The WDDA should have worked in the field of software development for more than FIVE years	<p>Following to be enclosed,</p> <p>(i) Atleast one work order and completion certificate in the field of software development wherein the work order should be dated on or prior to April 2014.</p>

		(ii) Atleast one work order and completion certificate in the field of software development wherein the work order should be for the year 2018.
Class II	The WDDA should have worked in the field of software development for more than THREE years	Following to be enclosed, (i) Atleast one work order and completion certificate in the field of software development wherein the work order should be dated on or prior to April 2016. (ii) Atleast one work order and completion certificate in the field of software development wherein the work order should be for the year 2018.
Class III	The WDDA should have worked in the field of software development for more than TWO years.	Following to be enclosed, (i) Atleast one work order and completion certificate in the field of software development wherein the work order should be dated on or prior to April 2017. (ii) Atleast one work order and completion certificate in the field of software development wherein the work order should be for the year 2018.

	Class IV	The WDDA should have worked in the field of software development for more than ONE year.	Following to be enclosed, (i) Atleast one work order and completion certificate in the field of software development wherein the work order should be dated on or prior to April 2018. (ii) Atleast one work order and completion certificate in the field of software development wherein the work order should be for the year 2018.
6.	Class I	The WDDA should have executed atleast 6 website design and development projects in the last three years of cummulative value not less than 10 lakhs.	Copy of Purchase / Work Orders issued on or after 01.12.2015 and completion certificate received from the clients.
	Class II	The WDDA should have executed atleast 4 website design and development projects in the last three years of cummulative value not less than 05 lakhs.	
	Class III	The WDDA should have executed atleast 3 website design and development projects in the last three years of cummulative value not less than 03 lakhs.	
	Class IV	The WDDA should have executed atleast 2 website design and development project in the last three years of cummulative value not less than 02 lakhs.	

7.	Class I	The WDDA having cumulative turnover of more than Rs. 50 Lakhs in last three financial years (2015-16, 2016-17, and 2017-18).	Audited Financial statement for the last three financial years (FY) (2015-16, 2016-17, and 2017-18).
	Class II	The WDDA having cumulative turnover of more than Rs.30 lakhs and less than or equal to Rs.50 Lakhs in last three financial years (2015-16, 2016-17, and 2017-18).	
	Class III	The WDDA having cumulative turnover of more than Rs.10 lakhs and less than or equal to Rs.30 lakhs in last three financial years (2015-16, 2016-17, and 2017-18).	
	Class IV	The WDDA having cumulative turnover of less than or equal to Rs.10 lakhs in last three financial years (2015-16, 2016-17, and 2017-18).	
8.	Class I, Class II, Class III & Class IV	The WDDA should give the acceptance of the Terms and Conditions as mentioned in the document and also that the company/ agency is not been blacklisted by any Central / State Government institution or any other private agency.	Letter of Undertaking as per (ANNEXURE-B)

**Letter of Undertaking**

To

The Chief Executive Officer,  
Goa Electronics Limited,  
EDC House, Mezzanine Floor,  
Panaji, Goa-403001

Sir,

Sub: Undertaking by the WDDA as mentioned in the enlistment process

I/We \_\_\_\_\_ have gone through the Scope of Work document and will abide by the same.

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

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

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

**In case of violation of any of the conditions above, I/We**

**understand that I/ We are liable to be blacklisted.**

Yours faithfully,

For \_\_\_\_\_

Signature

Name:

Designation:

**Note:**

1) Declaration on the company's letter head should be submitted as per the format given above.