

REQUEST FOR PROPOSAL [RFP]

Goa Electronics Ltd.
[GEL]

**RFP for Empanelment of Agencies for Supply of
Information Technology related Manpower for
Goa Electronics Limited**

Tender No: - GEL/MANPOWER/RFP-01/2018

Date: - 22/08/2018

Goa Electronics Limited (GEL)

Government of Goa

Request for Proposal [RFP]

*For Empanelment of Agencies for Supply of Information Technology
related Manpower for Goa Electronics Limited*

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1. ACRONYMS AND ABBREVIATION

IT	INFORMATION TECHNOLOGY
FY	FINANCIAL YEAR
GEL	GOA ELECTRONICS LIMITED
GoG	GOVERNMENT OF GOA
ITG	INFOTECH CORPORATION OF GOA
SLA	SERVICE LEVEL AGREEMENT

2. TENDER NOTICE

GOA ELECTRONICS LIMITED (GEL)

GEL invites RFP in two bid format comprising of Technical and Financial Bids from bidders for “Supply of Information Technology related Manpower for Goa Electronics Limited”. The tender document for this may be downloaded from the websites www.tenderwizard.com, www.goelectronics.co.in and www.etender.goa.gov.in.

The RFP document containing “Technical bid” and “Financial bid”, complete in all respect should be uploaded on www.etender.goa.gov.in on or before **12/09/2018** up to **2:30 PM** which will be opened on **12/09/2018** at **4:00 PM** in the presence of the bidders or their representatives who may like to be present at that time. The sale of RFP document will commence on the next date of publication of this RFP notice and will close on the date specified on the RFP document. The Technical bids will be evaluated by the Technical Bid Evaluation Committee duly constituted by the GEL. Financial bids of the technically acceptable offers shall only be opened before the successful bidders and evaluated before awarding of the contract.

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

Chief Executive Officer
Goa Electronics Limited

3. TENDER DOCUMENT

Tender No: **GEL/MANPOWER/RFP-01/2018**

Published On: **22/08/2018**

Sr. No	Events	Date and Time
1	Uploading of the Tender Document	22/08/2018
2	Last date of submission of query	01/09/2018 before 3.00 PM
3	Last date of Online Submission of completed bid document	12/09/2018 before 2:30 PM
4	Opening of Technical Bid (In the conference hall of Goa Electronics Limited):	12/09/2018 before 4:00 PM
5	Opening of Financial Bid:	Will be communicated to the bidder

Earnest Money Deposit: Rs. 1,00,000/-

Tender Document Fee (Non-refundable): Rs. 3,000/-

Tender Processing Fee (Non-refundable): Rs. 1,500/-

Mode of Payment towards Tender Document Fee (TDF), eTender Processing Fee (TPF) & Earnest Money Deposit (EMD) to be paid online through e-Payment mode via:

- National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS) / Axis Bank Over-the counter (OTC). Tenderer should download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their bank.**
- Internet Payment Gateway (Debit/ Credit Card of type VISA, MATERCARD or RuPay).**
- Net Banking: Payment can be made through the Internet Banking of Any Bank.**

Note: Any Payments made through NEFT/RTGS/OTC will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS/OTC should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in to the e-Tender website as a token of payment.

A hard copy of the completed Technical (Financial Bid is not to be submitted in hard copy) Bid documents should be submitted on or before **12/09/2018** up to **2:30 PM** at the following address:

Chief Executive Officer
Goa Electronics Limited
Mezzanine floor, Block 'B',
EDC House, Dr. Dada Vaidya Road,
Panaji, Goa-403001
Mail: revati@goaelectronics.co.in

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

rinki@goaelectronics.co.in and revati@goaelectronics.co.in

Mobile No: 9764812805

Ph No: 0832 2437248

4. BACKGROUND AND OBJECTIVE

4.1 Background and Empanelment Process

GEL, a wholly owned subsidiary of EDC Ltd. was started in 1978. GEL was originally involved in the manufacture of CTVs, B/W TVs and audio sets. GEL had diversified in the IT sector and was identified as one of the agency for providing IT support to Government departments in the state of Goa. Since then GEL has been providing fee based IT support to various Government Departments.

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

In its mission to support and promote the startup ecosystem in India, the government has prepared the Goa Startup Policy, which will focus on the promotion of IT startups and the concept of IT. **Considering startup promotion by GOI and GOG, and GEL being a PSU serving in the government sector would like to take an initiative and be a part of this promotion by giving preference to the startups.**

In lieu of the above and in order to procure the technical manpower on short term basis, to develop the small projects as per the requirements, GEL is calling for the RFP for Empanelment of Agencies for Supply of Information Technology related Manpower with an objective to evaluate the bidders meeting the prescribed criteria as outlined in this document.

4.2 Objective

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

GEL intends to undertake frequent procurement initiatives in IT for different projects. In many cases the subject matter of procurement / project details, its quantity, time and place is not

known in advance. To expedite the procurement process, GEL intends to empanel qualified and eligible organizations / firms for supply of Information Technology related Manpower. For this purpose, Goa Electronics Limited would like to invite Request for Proposal from Agencies for short listing eligible organizations / firms and empanelling them for one calendar year which may further be extended for another one year. This empanelment initiative will be useful to expedite the procurement process. Through this empanelment process, the agencies who fulfill the requisite eligibility criteria will be empanelled for supply of Information Technology related Manpower.

This empanelment is for short listing qualified agencies and empanelling them for providing technical support in the form of IT related Manpower for implementation of Information Technology Enabled Projects such as e-Governance and ease of doing business (EODB) projects. The technical support agencies would be required to provide on case-to-case basis the necessary manpower to operate the same. The actual requirement may differ from project to project. Therefore, it is requested to check the Scope of Work also.

This empanelment is basically designed in order for the Start Up's or the Micro, Small & Medium Enterprises with appropriate expertise and experience to provide support services to GEL in execution, implementation and roll-out of IT projects (IT-Enabled, E-Governance and under ease of doing business (EODB) projects) across Goa.

5. Stakeholders

Goa Electronics Limited (GEL)

GEL intends to call for an agency to supply the Information Technology related Manpower. GEL reserves the right to extend the right of refusal to the L1 agency in the next year.

Selected Bidder

The selected bidder shall supply the Information Technology related Manpower to GEL.

6. Scope of Work

- i. Towards e-governance initiatives, GEL proposes to empanel reputed agencies to provide technical manpower to assist in application development, execution, rollout, implementation, training and maintenance of IT projects in one or more of the following:
 - a. e-Governance based Projects

- b. Development of mobile App in Android, IOS and any other hybrid technology.
 - c. Card Based Projects (including ticketing, passes, driving license, Registration Certificates, Ration Cards etc.) including applications of smart cards in public utility / areas.
 - d. Software Development Projects including web based applications / portals and other similar applications of IT in general.
 - e. Biometric integrated projects, creative designing and Technical documentation.
 - f. Any other IT related projects.
- ii. Educational Qualifications and Experience of the technical manpower being supplied by these Agencies to be deployed are indicated in Annexure D.
 - iii. The technical manpower being provided by the agency under various resource categories will work under the supervision of GEL project coordinators.
 - iv. Empanelled Agencies will work for on-going/new projects. Such work will be for a definite period and will not amount to any kind of employment obligation on the part of GEL.
 - v. Timely production of quality output will be an overarching responsibility of the empanelled agencies.
 - vi. The Project plan including scope of work, job requirements, time lines and resource requirements shall be finalized by GEL. These resources shall be engaged as per the requirements of the project.

7. Tender Submission, Opening and Evaluation

a. Tender Submission:

- i. The **Technical Bid will comprise of Annexure A, [Technical Bid Format (Eligibility Criteria)]** which need to be strictly uploaded to the e-Tendering website mentioned. Additionally, a hard copy of Technical Bid mentioned in the Technical Bid Format needs to be submitted to the address of the CEO - Goa Electronics Limited, as mentioned in the tender. The hard copy of the technical bid shall be placed in single envelope superscripted as “**Technical Bid towards Tender No. GEL/MANPOWER/RFP-01/2018, RFP for Empanelment of Agencies for Supply of Information Technology related Manpower for Goa Electronics Limited**” to be submitted

at the O/o Goa Electronics Limited on or before the tender submission date. **Financial Bid to be uploaded on the e-Tendering website only.**

- ii. The **Financial Bid will comprise of Annexure B [Financial Bid Format]** and need to be strictly uploaded to the e-Tendering website mentioned. **HARD COPY OF THE FINANCIAL BID IS NOT TO BE SUBMITTED.**

b. Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorization letter from the Bidding authority. A maximum of two representatives from each Bidder would be allowed to attend the Tender opening.

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

c. Technical Bid Evaluation

- i. A Technical Committee will examine the Technical Bids (Eligibility Criteria) given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility Criteria in the first stage of scrutiny may be rejected in that stage itself and further evaluation may not be carried out for such bidders. The eligible Bidders only will be considered for further evaluation.
- ii. For those Bidders who have already worked or working with GEL, their previous performance in GEL would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Tenders will be straight away rejected. The unsatisfactory performance is defined as
 - a. Non responsiveness after getting the Purchase order
 - b. Delay in the supply, installation of the ordered items etc.
 - c. Lack of communication about the delay in deliveries, Installation etc.

d. Financial Bid Opening

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

e. Financial Bid Evaluation

- i. On opening of the Financial Bid. The L1 bidder for each category of manpower will be identified who offers the least cost and will be given exclusive supply rights for initial 6 months to 1 year. Subsequently, all bidders qualifying through the RFP and agreeing to match the L1 rates for the category will be empanelled with the GEL for supply of the IT related manpower. In case the bidder quoting L1 rate for the category is not in a position to supply the manpower as per the requirement, GEL reserves the right to call on the remaining empanelled bidders to take up the supply.
- ii. The lowest cost as per the above evaluation will be considered as L1 cost. GEL will not be responsible for any errors committed in the Price Bid. GEL reserves its right to negotiate with the L1 cost for each category offered by the Bidder for further reduction in the price. All other Bidders will be given an opportunity to match L1 cost to get empaneled for the rate contract.
- iii. This being an empanelment of all the remaining technically qualified bidders, only those bidders will be considered for empanelment who agree to match the L1 rate for the manpower in each relevant category.
- iv. All the bidders who are selected (who agree to match L1 rate for the category) after the Price Bid Evaluation will be called as Successful Bidders.
- v. GEL reserves the right to restrict the number of agencies in the empanelment process. If restricted the agencies will be selected in the ascending order of the price quoted towards each manpower category.

For eg.

If the price quoted by the 6 bidders for the given categories is as below:

Bidder	Category1	Category2	Category3	Category4
B1	100	200	150	100
B2	75	300	400	500
B3	200	100	100	150
B4	150	100	150	200
B5	250	150	200	200
B6	65	60	100	50

Selection of Agency

Working for Category1 is as follows:

1. As per above example, Exclusive Rights to supply manpower for first 6 months to 1 year may be given to B6.
 2. In case if the number of agencies to be empanelled is restricted to 3, then after 6 months to 1 year B2 and B1 will also be empanelled along with B6. Here, if B2 or B1 do not agree to supply the manpower at L1 rate of B6, then subsequent bidder offering nearest lower rate will be offered empanelment.
- vi. GEL reserves the right to implement clause (i) & (v) of this evaluation process.

f. Suppression of facts and misleading information

- i. During the Bid evaluation, if any suppression or misrepresentation is brought to notice, GEL shall have the right to reject the Tender and if after selection, the contract will be terminated as the case may be. The rejection/ termination will be without prejudice to the rights of GEL to initiate any other action and without any compensation to the Bidder and the EMD / Security Deposit, as the case may be, shall be forfeited.
- ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility are found suppressed or erased; GEL shall have the right to seek the correct facts and figures or reject such Tenders.
- iii. It is up to the Bidders 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 Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

Award of Contract

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

GEL reserves the right to:

- i. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.

- ii. Modify, reduce or increase the quantity requirements.
- iii. Ask other qualified Bidders to match the L1 price for the category as this is a rate contract tender.
- iv. GEL reserves its right to withhold any amount for the deficiency in the service.
- v. If the delivery performance of the L1 bidder is not as per the schedule in the first 6 months, GEL reserves the right to open up the supply rights to other qualified bidders who are empanelled.

Clarifications by GEL

Wherever deemed necessary, GEL may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Tender or price quoted. During the course of Technical Bid evaluation, GEL may seek additional information or historical documents for verification to facilitate decision making.

8. Tender Validity

- a. The offer submitted by the Bidders should be valid for a minimum period of 1 year from the date of opening of the Financial Tender.
- b. The Successful Bidders should keep the price firm during the period of Contract including the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than Increase in duties/taxes payable to the Governments of India within the stipulated delivery period.
- c. In circumstances, GEL solicit the Bidders to extend the validity, the Bidder should extend price validity and Bid security validity.

9. Tender Terms and Conditions:

- iii. The bidders are required to get registered with www.tenderwizard.com/GOA. The bidder must have valid digital signature to submit the tender.
- iv. Tender documents should be downloaded from websites www.tenderwizard.com and www.etender.goa.gov.in as per the dates mentioned in the tender.
- v. The bidders should use the electronic mode of tendering using the website www.etender.goa.gov.in to submit his best possible quote.

- vi. Late submission will not be entertained and will not be permitted by the e-Tendering System.
- vii. Last minute submission should be avoided. As such GEL will not be responsible for any failures in submission of Tender.
- viii. Incomplete or conditional tenders will be summarily rejected.
- ix. The bidder shall bear all costs associated with the preparation and submission of its Proposal and GEL in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.
- x. In case of Non-supply as per requirement new party will be given an opportunity.
- xi. Tender shall be uploaded separately through the e-Tendering System as per the prescribed formats only. Failure to comply with these requirements may result in the tender being rejected.
- xii. The RFP fees shall not be refunded even if the RFP is not submitted.
- xiii. If the RFP opening day happens to be holiday, the same will be accepted and opened on the next working day.
- xiv. The person signing the RFP form (or any other document forming part of the contract) on behalf of the bidder, shall be deemed to warranty that he/she has the authority to sign such documents and if, on inquiry it appears that the person so signing had no authority to do so, GEL may without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damages.
- xv. GEL reserves the right to reject all or any RFP without assigning any reason. GEL also reserves the right to cancel the RFP process at any time prior to signing the contract and GEL will have no liability for above mentioned actions.
- xvi. In the event of the Bidder engaging in any corrupt or fraudulent practices during the RFP process, by the judgment of GEL will be rejected. For the purpose of this clause:
“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a GEL official in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome. “Fraudulent Practice” means a misrepresentation of facts in order to influence selection process to the detriment of GEL.
- xvii. Any dispute, arising out of this RFP will be under the jurisdiction of Goa Court.

- xviii. GEL would in no way be responsible for any issues, litigations, or legal implications arising if at all due to use of any pirated software by the Bidder. The complete onus and responsibility of any such consequences would be on the Bidder.
- xix. Any Conditions may be modified as per need and requirement and will be incorporated in the RFP through corrigendum.
- xx. The bidder should be fully and completely responsible to GEL for all the deliveries and deliverables.
- xxi. The information contained within this RFP is both proprietary and confidential to GEL. Bidder shall not duplicate or distribute this RFP document to any individual or company, unless the said individual or company is directly involved in the completion of Agencies response.
- xxii. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the RFP and no claims whatsoever including those of financial adjustments will be entertained by GEL. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the bidder to appraise themselves.
- xxiii. **Instructions:**
 - a. The bidders are expected to examine all instructions, forms, terms and other information in the RFP. Failure to furnish all information required as mentioned in the RFP or submission of a proposal not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the RFP.
 - b. It will be imperative for each Bidder(s) to familiarize himself / themselves with the prevailing legal situations for the execution of contract. GEL shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the tenders.
 - c. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the tenders and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by GEL. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
 - d. The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of his tender for the contract and price quoted in the tender to cover all obligations under this Tender.

xxiv. Amendments to the Tender

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

xxv. Contacting Tender Inviting Authority

- a. Bidders shall not make any attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender Accepting Authority after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring extraneous pressures on the Tender Accepting Authority and / or the Officials of GEL shall be the sufficient reason to disqualify the Bidder.
- b. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

xxvi. Force Majeure:

Neither GEL nor the Successful Bidder 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.

xxvii. **Arbitration**

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

xxviii. **Execution of Work**

a. Acceptance of Tender and Withdrawals

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

b. Letter of Acceptance (LOA)

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

c. Payment of Security Deposit (SD)

- i. The Successful Bidders will be required to remit the Security Deposit (SD) equivalent to 10% of the estimated project value which will be worked out along with the contract executed with the empanelled agency, inclusive of EMD by way of ePayment. The SD shall be paid within 7 days from the date of issue of Letter of Acceptance (LOA) by GEL. The Security Deposit will be refunded to the Successful

Bidder only after the satisfactory completion of the contract period or extension of the period, if any. The Security Deposit held by GEL till it is refunded to the Successful Bidder will not earn any interest thereof.

- ii. If the successful bidder fails to act upon to the tender conditions or backs out from the contract or does not execute the job as per Terms and Conditions of the tender/contract, the SD will also be forfeited to GEL.

d. Execution of Contract

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

e. Refund of EMD

The EMD amount paid by the successful bidder will be adjusted towards Security Deposit payable by them. If the successful bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalization and issue of Firm Work Order to the successful bidder.

f. Release of SD

The Security Deposit will be refunded to the successful bidder on completion of entire supply subject to satisfaction of GEL. Such completion would be arrived at when the entire quantity is supplied by the Successful Bidder(s) as per the Contract Agreement and as per Work Order(s) issued by GEL from time to time.

g. Forfeiture of EMD and SD

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

h. Termination of Contract

• **Termination for default**

- i. GEL may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful bidder, terminate the contract and call for forfeiture of SD in whole or part,
 1. if the successful bidder fails to deliver the manpower within the time period(s) specified in the Contract, or within any extension thereof granted by GEL
(Or)
 2. if the successful bidder fails to perform any of the obligation(s) under the contract/work order.
(Or)
 3. if the successful bidder, in the judgment of GEL, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

• **Termination for Insolvency**

GEL may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the

successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to GEL.

- **Termination for Convenience**

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

- i. **General Terms & Conditions:**

- i. The final decision would be based on the technical capacity and pricing of the Bidder. GEL does not bind itself in selecting the bidder offering lowest prices.
- ii. GEL reserves the right not to accept the lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the Conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of GEL for good and sufficient reasons.
- iii. The Successful bidder should nominate and intimate GEL, an Account Manager for Single Point of Contact (SPOC), for each project/assignment who should be responsible for effective delivery of work complying with all terms and conditions. The successful bidder should ensure that the Account Manager fully familiarizes with the Tender Conditions, Scope of Work and deliverables.
- iv. The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder 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.

- v. Payment will be done on monthly basis, based on the respective man-day worked by each manpower. The man-day rate will be calculated as manpower monthly rate/ 30 days.
- vi. The empanelled agency to facilitate the deployed manpower with all the required hardware for carrying out the assigned project work.
- vii. The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of Security Deposit/EMD.
- viii. Agency will be completely responsible for conduct/output/performance of the manpower.
- ix. Agency will be completely responsible for all the insurance, salary, taxes, statutory benefits etc. of the manpower.
- x. GEL reserves the right to accept/ not accept the proposed manpower.
- xi. GEL reserves the right to conduct the interview for each manpower before accepting the manpower. Manpower can be disqualified based on the results of the interview. No dispute or disagreement of any nature in this matter will be entertained.
- xii. Further on, after accepting a particular manpower, GEL can ask for a replacement of the manpower from the agency at any point of the contract period for reasons and conditions as decided by GEL.
- xiii. The selected manpower may be asked to work out of the client location, GEL or agency location or any other location from time to time as per project requirement.
- xiv. Providing the Laptop for the manpower with licensed OS will be the responsibility of the agency.
- xv. In case the manpower is placed at client location and if required, dongle will be provided by GEL.
- xvi. The engaged manpower should adhere to all the company policies which will be shared on empanelment.

xxix. **Expected Service Level**

Sr. No	Category of manpower	Service	Expected Service level
1	Software Developer	a. Positioning of manpower for interview after placing order	
2	Software Engineer(Mobile application)		
3	Software Engineer	b. Deployment of the identified manpower after successful interview /selection of candidate	With 15 Days
4	Trainee Software Engineer		
			With 7 Days

Note: The expected service levels are subject to review from time to time and would be crystallized at the time of work order depending upon the criticality of assignment.

xxxi. **Non-Disclosure Agreement (NDA)**

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

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

xxxii. **Exit Clause**

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

10. Project Tenure

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

Annexure “A”

TECHNICAL BID FORMAT
(Eligibility Criteria)

- a. The Bidder has to ensure that all documents as mentioned below in this section are submitted to the department in response to the RFP.
- b. Bidder is expected to examine all instructions, forms, terms, and requirements in the RFP document. Failure to furnish all information required or submitting an RFP not substantially responsive to the RFP document in every respect may result in the rejection of the RFP. All the proposals will have to be submitted in hard bound form with all pages numbered. It should also have an index giving page wise information of below documents. GEL reserve the right to reject the incomplete bids

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

Sr. No.	Qualification Criteria	Supporting Documents
1.	The bidder should submit the RFP payments in the form of ePayment mode only, NEFT/RTGS/OTC Challan copy must be scanned and uploaded to the e-Tendering website within the period of tender submission and the originals to be deposited	Mode of payment towards Tender Document Fee (TDF), eTender Processing FEE (TPF) & Earnest Money Deposit (EMD) to be paid online through e-Payment mode via: i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS) / Axis

	<p>in the office of GEL, Panaji on or before the RFP submission date.</p> <p>Note: The standard rates towards tender processing are as follows –</p> <p>g. Tender document fee(TDF) – Rs. 3,000/-</p> <p>h. eTender processing fee(TPF) – Rs. 1,500/-</p> <p>i. Earnest money deposit(EMD) – Rs. 1,00,000/-</p>	<p>Bank Over-the-counter (OTC). Tenderer requires download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their Bank.</p> <p>ii. Internet Payment Gateway (Debit/ Credit Card of type VISA, MATERCARD or RuPay.</p> <p>iii. Net Banking: Payment can be made through the Internet Banking of Any Bank.</p> <p>Note: Any Payments made through NEFT/RTGS/OTC will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS/OTC should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</p>
<p>2.</p>	<p>The bidder should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Firm or a Sole Proprietary Firm.</p> <p>In the case of registered partnership firm all partners shall be liable, jointly or severally during the bidding process and during the currency of the contract period in accordance with the terms of contract. The bid shall be signed so as to legally bind all partners, jointly and severally.</p> <p>* The bidder should be into existence for at least last TWO years from the date of incorporation / registration in the State of</p>	<p>a) Copy of the Certificate of Incorporation.</p> <p>b) In case the Bidder is a Registered Partnership Firm, they should produce the copy of Registered Partnership Deed.</p> <p>c) In case the Bidder is a Sole Proprietary Firm, they should produce the copy of GST Registration.</p> <p>d) Copy of Certificate of Registration.</p>

	Goa.	
3.	The bidder should have executed at least 2 projects of software development in the last two years of value not less than 2 lakhs each.	Copy of work order issued on or after 31.07.2016 and completion certificate received from the customers.
4.	The company should have worked in the field of software development for at least 2 years.	Work order and completion certificate to be enclosed, work order should be dated prior to July 2016.
5.	The annual turnover of the agency / company should not exceed Rs. 25 crores in any of the preceding financial years ending 31.03.2018.	Audited Financial statement for the last seven financial years (FY).
6.	The bidder should give the acceptance of the Terms and Conditions as mentioned in the document and also that the company/ agency is not been blacklisted by any Central / State Government institution or any other private agency.	Letter of Undertaking (ANNEXURE-C) has to be given.

ANNEXURE "B"

FINANCIAL BID FORMAT

(Online Mode Only)

QUOTATION FOR SUPPLY OF IT RELATED MANPOWER

Sr. No	Category	Minimum Required Experience	Rate Per Month (inclusive of all taxes)	
			In figures	In words
1	Software Developer	min 4 years		
2	Software Engineer	min 2 years		
3	Software Engineer (Mobile application)	min 2 years		
4	Trainee Software Engineer	min 1 year		

Financial Terms and Conditions:

- a. Rates mentioned above are inclusive of all taxes and other charges towards fulfilling of all requirements of scope of work. No charges of whatsoever nature would be paid additional to the cost mentioned above.
- b. The bidder must use only the format provided in the e-tender website for submitting the financials. Any other formats/ forms will not be accepted and such tenders will be rejected.
- c. The bidder must provide the Financial Bid strictly in e-tender mode only. Hardcopies of the Financial Bid should not be submitted.
- d. The rates should be quoted in figures as well as in words, on the form attached at Annexure "B" and duly signed and stamped by the authorized person.
- e. The charges quoted must be firm and final and shall not be subject to any upward modifications on any account whatsoever.
- f. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract including extended period, whichever is later on account of any reasons whatsoever.

ANNEXURE "C"

Letter of Undertaking

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

Sir,

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

Ref: Tender No. _____ dated _____

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

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

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

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

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

Yours faithfully,

For _____

Signature

Name:

Designation:

Note:

- 1) Declaration on the company's letter head should be submitted as per the format given above.
- 2) If the bidding firm has been blacklisted earlier on before 31.07.2017, by any State Government / Central Government / State or Central Public Sector Undertakings, in such case the details should be provided.

ANNEXURE “D”

Specifications (Qualification Criteria for candidates)

The following skill set would be required for a particular category of the manpower that will be supplied by the empanelled agency. It may also be clarified that the present skill set may differ from the one which may be required at a later date.

Sr No	Category	Minimum Qualification	Minimum Required Experience (in Yrs)	Profile
1	Software Developer	MCA / B.Tech / BE in Computer Engineering/IT or higher qualification in the field of Computer Engineering/IT.	4	At least 4 year post qualification experience in the field of Information Technology out of which at least 3 years should be in the development of application software in .NET & J2EE framework with SQL management & PostgreSQL.
2	Software Engineer	B.Tech / BE in Computer Engineering/IT or higher qualification in the field of Computer Engineering/IT.	2	At least 2 year post qualification experience in the field of Information Technology out of which at least 1 year should be in the development of application software in .NET & J2EE framework with SQL management & PostgreSQL.
3	Software Engineer(Mobile application)	B.Tech / BE in Computer Engineering/IT or higher qualification in the field of Computer Engineering/IT.	2	At least 2 year post qualification experience in the field of Information Technology out of which at least 1 year should be in the development of mobile application on android/iOS platform.
4	Trainee Software Engineer	BE in Computer Engineering/IT or higher qualification in the field of Computer Engineering/IT.	1	At least 1 year post qualification experience in the field of Information Technology in .NET & J2EE framework with SQL management & PostgreSQL.

ANNEXURE "E"

DETAILS OF THE ORGANIZATION

1. Name and full address of the firm / company / Organization	
2. Registered Office with full address, Telephone No(s) Fax No(s) E-mail address Website URL	
3. Income Tax Registration number	
4. Service Tax Registration No.	
5. Whether public Limited company or private Limited Company or Partnership, or any other entity (Give details)	
6. In case of a company, details of Director, Managing Director etc.	
7. Name and addresses and designation of the persons who will represent the agency while dealing with the UTIITSL. (Attach letter of authority)	
8. Names of clients where IT manpower has been provided. Attach extra sheets, if required.	
9. Whether the agency has requisite permission / licenses for carrying out this activity. If so, attach the photocopy of these documents.	

(Authorized Signatory)

Name:

Designation & Authority:

Place:

Date:

ANNEXURE "F"

Authorization Letter Format

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

Ref No:

To,
The Chief Executive Officer,
Goa Electronics Limited,
Mezzanine floor, Block 'B',
EDC House, Dr. Dada Vaidya Road,
Panaji, Goa-403001

Dear Madam,

SUB: Authorization Letter for attending the Bid Opening

This has reference to your above for the tender so specified

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

The specimen signature is attested

Specimen Signature of Representative

Signature of Authorizing

Name & Designation of Authorizing Authority

ANNEXURE "G"

Covering Letter Format

To,
The Chief Executive Officer,
Goa Electronics Limited,
Mezzanine floor, Block 'B',
EDC House, Dr. Dada Vaidya Road,
Panaji, Goa-403001

Dear Madam,

Tender Ref: _____

Dated: _____

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

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

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

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

Default in payment if any our tender may be terminated.

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

Dated _____

Signature _____

Name of the company with seal / individual