



**Request for Proposal**  
**For**  
**Selection of Agency for**  
**Implementation of Analytics Solution for**  
**MyGov**

**RFP Reference No. 2 (3)/2023-InCEP/MyGov 2.0**

**Date: 27/04/2023**

**MyGov**

Ministry of Electronics & Information Technology

3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003

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## Table of Contents

Fact Sheet .....	5
1 Purpose of this RFP .....	6
2 Invitation .....	6
3 Introduction to MyGov .....	7
4 Key Stakeholders .....	7
5 Overview about Existing Analytics Solutions of MyGov .....	7
5.1 Existing MyGov Platform Analytics Tools .....	8
5.2 Existing Social-Media Analytics Tools .....	8
5.3 The Tools & Analytical Solutions Currently Being Used at MyGov: .....	9
5.4 Integration of MyGov and Social Media Analytics Outcomes from existing solutions .....	10
6 Scope of work.....	12
6.1 Overview of the Scope of Work .....	12
6.1.1 Takeover, manage and maintain existing analytics solutions.....	13
6.1.2 Propose and implement analytics tools for MyGov and Other social media .....	13
6.1.3 Data Analysis & Reporting .....	14
6.1.4 Text and Language tools for Language Development .....	18
6.1.5 Deployment of Required Manpower .....	18
6.1.6 Annual Technical Maintenance .....	20
7 Bill of Quantity.....	21
8 Activity Schedule and Deliverables .....	22
9 Payment Schedule .....	23
10 Service Level Agreement.....	24
10.1 Introduction .....	24
10.2 Purpose of this SLA .....	24
10.3 Service Level Agreement Clauses.....	25
10.3.1 Project Implementation SLAs .....	25
10.3.2 Manpower Deployment SLAs.....	25
10.3.3 Analytics & Reporting SLAs .....	26
10.3.4 Annual Technical Support related SLAs .....	26
10.3.5 Language Development related SLAs .....	26
11 Instructions to Bidders.....	26
11.1 Availability of RFP Document.....	26
11.2 Period of Validity of Bids.....	27
11.3 Pre-Bid Meeting and Clarifications.....	27
11.3.1 Pre-bid Meeting.....	27
11.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum .....	28
11.4 Language of Bid .....	28
11.5 Other General conditions related to Bid Document.....	28

11.6	Documents comprising the bid .....	29
11.7	Financial Bid .....	29
11.8	Modification and Withdrawal of Bids .....	29
11.9	Deadline for Submission of Bids .....	29
11.10	Rejection of Bid .....	30
11.11	Indemnification & Limitation of Liability .....	30
11.12	Partnership/Consortiums .....	32
11.13	Bid Opening .....	32
11.14	Bid Security .....	33
11.15	Evaluation Process .....	33
11.16	Criteria For Evaluation .....	33
11.16.1	Eligibility Criteria .....	33
11.16.2	Technical Evaluation Criteria .....	36
11.16.3	Financial Evaluation Criteria .....	41
11.16.4	Method of Selection .....	41
11.16.5	Award of Contract .....	42
11.17	Performance Security .....	43
11.18	Annulment of Award .....	44
11.19	Fraud and Corrupt Practices .....	44
11.20	Exit Management and Plan for Exit Management .....	45
11.21	Termination of Contract .....	46
12	Annexures .....	47
12.1	Annexure 1: Eligibility Criteria compliance checklist .....	47
12.2	Annexure 2: Technical Evaluation Criteria compliance checklist .....	51
12.3	Annexure 3: BOM for Proposed Solution and Financial Proposal .....	57
12.4	Annexure 4: Bid Submission Formats .....	60
12.4.1	Form 1: Cover Letter .....	60
12.4.2	Form 2: Power of Attorney .....	62
12.4.3	Form 3: Certificate of Incorporation .....	63
12.4.4	Form 4: Number of Resources with Analytical Skills .....	63
12.4.5	Form 5: Experience Details .....	64
12.4.6	Form 6: No Blacklisting Certificate .....	65
12.4.7	Form 7: Format for Bid Security Declaration .....	66
12.4.8	Form 8: Format for CV .....	67
12.4.9	Form 9: Format for Non-Disclosure Agreement .....	69
12.4.10	Form 10: Format for OEM Authorization cum Undertaking Letter from OEM .....	73

## **Disclaimer**

This Request for Proposal (RFP) is issued by MyGov, Ministry of Electronics & IT (MeitY). The sole objective of this document is to solicit technical and financial offers from the parties interested in taking part in the work for the scope of work as mentioned in this document.

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Some of the activities listed to be carried out by MyGov after the receipt of the responses are indicative only. MyGov has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of MyGov.

**Fact Sheet**

#	Particular	Details
1.	Assignment Title	Request for Proposal (RFP) for Implementation Agency for implementing Analytics Solution for MyGov
2.	Purchaser	MyGov, Ministry of Electronics & IT (MeitY), GoI
3.	Location	New Delhi
4.	Bid Submissions	Through CPP portal
5.	Method of Selection	Quality Cum Cost Based Selection (QCBS) (70 Technical :30 Financial)
6.	Bid Security	Bid Security Declaration as per the format enclosed in this RFP addressed to "The Chief Executive Officer", MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-3
7.	Validity of Bid Security	180 days from the bid submission date
8.	Performance Security	3% of the cost discovered through tender process
9.	Tender Availability	CPP portal and Official website of MyGov
10.	Pre-bid Meeting	04/05/2023 at 12:00 Hrs. to be held at Conference Room, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi -3  (Meeting link may be provided by MyGov)
11.	Date of publication of the RFP	27/04/2023
12.	Last date of submission of queries	04/05/2023 by 18:00 Hrs at tender@mygov.in
13.	Last date of submission of bid	18/05/2023 at 17:00 Hrs.
14.	Opening of Pre- Qualification / Eligibility Bids	19/05/2023 at 17:00 Hrs.
15.	Opening of Technical Bids	To be informed later
16.	Technical Presentation by Bidders	To be informed later

#	Particular	Details
17.	Opening of Financial Bids	To be informed later
18.	Language of bid	The bid should be submitted in English only
19.	Bid validity	The bid must remain valid for 180 days from the last date of submission of the bid.
20.	Bid submission	Bidders must submit their bids in line with the requirements stated in this RFP.
21.	Issue of Work Order	To be informed later
22.	Address for Communication	The Chief Executive Officer, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003 Phone: 011 – 24301812 e-mail: <a href="mailto:tender@mygov.in">tender@mygov.in</a>

## 1 Purpose of this RFP

The primary goal of this RFP is to help MyGov, Ministry of Electronics and IT in selecting an Implementation agency responsible for managing, implementing, and maintaining analytics solutions for MyGov with data analysis, report generation and real time dashboarding capabilities.

MyGov shall be the final authority responsible for selection of an Implementation agency through this RFP. MyGov reserves the right to reject any or all the bids without assigning any reason. MyGov further reserves the right to discuss with the selected bidder to enhance the scope and outcome of the project and ensure smooth execution of the same adhering to Government rules/ policies/ regulations.

## 2 Invitation

MyGov invites Proposals (the "Proposals/Bids") for selecting an Implementation agency responsible for managing, implementing, and maintaining analytics solutions for MyGov with data analysis, report generation and real time dashboarding capabilities for MyGov as per the scope of work of this RFP. The Bidders/Applicants interested of taking up the project are invited to submit their Proposal/Bid in response to this RFP. The Bidders/ Applicants should have necessary experience, capability, and expertise to perform, as per the terms and conditions outlined in this RFP. The RFP is not an offer by MyGov, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract or work order is offered by duly authorized official(s) of MyGov with the successful bidder.

### **3 Introduction to MyGov**

MyGov has been established as Government of India's Citizen Engagement Platform which collaborates with multiple Government bodies/ Ministries to engage with citizens for policy formulation and seeks the opinion of people on issues/ topics of public interest and welfare. Since its launch on 26th July 2014, by Hon'ble Prime Minister, Shri Narendra Modi, MyGov has more than 3.05 crore+ registered users. Almost all Government Departments leverage MyGov platform for their citizen engagement activities, consultations for policy formulation and to disseminate information to citizens for various Government schemes and programs.

MyGov is amongst the most active profiles on social media – Twitter, Facebook, Instagram, YouTube & LinkedIn with the username @MyGovIndia. MyGov has a significant presence on several Indian social media platforms like Koo, ShareChat, Chingari, Roposo, Bolo Indya and Mitron. MyGov has adopted multiple engagement methodologies like discussions, tasks, polls, surveys, blogs, talks, pledges, quizzes, and on-ground activities by innovatively using internet, mobile apps, IVRS, SMS and outbound dialing (OBD) technologies.

MyGov has also launched State instances in 22 States/UTs, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Jammu & Kashmir, Karnataka, Dadra & Nagar Haveli & Daman Diu, Gujarat, Mizoram, Rajasthan and Ladakh. In the last 8 years, MyGov has emerged as a vibrant platform for all government entities to not only explore the avenues of engaging with the citizens but also to bridge the gap between the way the government and citizens interact.

### **4 Key Stakeholders**

Key stakeholders of MyGov are listed but not limited to, as follows:

- a) Ministry of Electronics and Information Technology: MyGov is a part Ministry of Electronics and Information Technology (MeitY), Government of India.
- b) States and Union Territories: MyGov has also launched State instances in 22 States/UTs, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Jammu & Kashmir, Karnataka, Dadra & Nagar Haveli & Daman Diu, Gujarat, Mizoram, Rajasthan and Ladakh.
- c) Central Ministries/Government Bodies: MyGov is a platform which is technology agnostic and is being leveraged by all the Central and State Government Bodies.
- d) Citizens: MyGov is a citizen engagement platform with 3.05 Crore+ registered user base.
- e) Internal Teams at MyGov: Analytics, Partnership, Creative & Content, Admin, Special Projects, and Project Management Unit

### **5 Overview about Existing Analytics Solutions of MyGov**

Almost all Ministries are engaged actively on MyGov platform, reaching out to the citizens through the fundamental concepts of Do, Discuss and Dissemination. Ministries and other Government bodies have leveraged MyGov and hosted 978 discussions, 1390 tasks, 301 polls/surveys, 885



quizzes and 80 pledges. These activities invite a huge volume of structured, semi structured, and unstructured data which needs to be analyzed in a time bound manner for informed decision making by the Government. Moreover, different set of activities require different types of analysis and stakeholders have different set of requirements and expectations in terms of analytics reports and timelines.

The overall work includes analysis of content on various attributes such as semantic analysis, textual analytics, contextual analytics, sentiment analytics, hashtag analysis, correlational analytics, web analytics, etc. for structured, semi-structured and unstructured data sets. The existing solution is capable of Natural Languages Processing (NLP) and Analyzing content. Insights on Key topics on MyGov includes:

- a) Stakeholder-wise reports (Central Ministries, Superior Authorities, and administrative departments),
- b) Activity wise reports (Mann Ki Baat, Swachh Bharat, Ek Bharat Shrestha Bharat, Annual Budget etc.),
- c) Social Media Reports: covers Twitter, Facebook, LinkedIn and YouTube etc.,
- d) In-Site Analytics: Innovative ways of engagement on topics of National interest.

The technical support and infrastructure are being managed by the National Informatics Centre (NIC). MyGov website and its associated microsites are hosted at NIC Data Centre. The Data Centre space and required infrastructure shall also be extended to the selected implementing agency for this project. The existing analytics solutions deployed are being managed with the support of 6 technical resources under the supervision of MyGov analytics team.

### **5.1 Existing MyGov Platform Analytics Tools**

MyGov Platform data is broadly categorized into defined (structured) and undefined (Unstructured) data.

- a) The defined or structured data constitutes the portion of data that comes from MyGov website, activities, and its different microsites. There is a lot of campaign data being captured on the current campaigns conducted which are connected to different databases using MySQL. The data from MySQL is used by Oracle tools i.e., Oracle Data Integrator (ODI) and Oracle Business Intelligence (OBIEE) for generation of various reports in MyGov.
- b) The unstructured data from various discussions/comments are analysed using Lexalytics tool for sentiment analysis.

### **5.2 Existing Social-Media Analytics Tools**

- a) MyGov has own social media handles in different social media platforms like Twitter, Facebook, Instagram, YouTube, LinkedIn, and several Indian social media platforms like Koo, ShareChat, Chingari, Roposo, Bolo Indya and Mitron. The data from own social media platforms and google analytics is collected using APIs into Azure cloud environment and dashboarding is done.
- b) MyGov is also doing social media listening using the Talkwalker and Meltwater tools.

### 5.3 The Tools & Analytical Solutions Currently Being Used at MyGov:

Following are the tools currently being used by MyGov:

S.No.	Tools	Software Version	Utility	Key Features	No. of License
1	MySQL Enterprise	8	For managing databases linkages	For managing databases linkages along with connection of MyGov Data bases	2
2	Oracle Data Base	12 C	For ODI purpose	Managing Metadata and Loads	1
3	Oracle Data Base	19 C	For managing OBIEE data	Managing dashboard	1
4	Oracle OVM	3.4	For managing VMS		1
5	OBIEE	12.2.1.4	Data Visualization	Interactive dashboards, Analysis, Reports, ad hoc queries, Data Upload and Mashup by Business Users	10 (Named user perpetual) + 2 (Processor perpetual)
6	ODIEE	12.2.1.2	Data Integration Platform / Data warehousing	High-performance batch loads, Data load into data warehouses, declarative design approach to defining data transformation	10 (Named user perpetual) + 2 (Processor perpetual)
7	Oracle	7.9	For Oracle related products		5
8	Cent OS	7.9	for Hadoop, ELK stack purpose		10
9	Kibana	7.6	Data Visualization	Open Source, Best Suitable for Text Analysis, Self- Serviceable	NA
10	Lexalytics		Text Analytics	Text Categorization	1

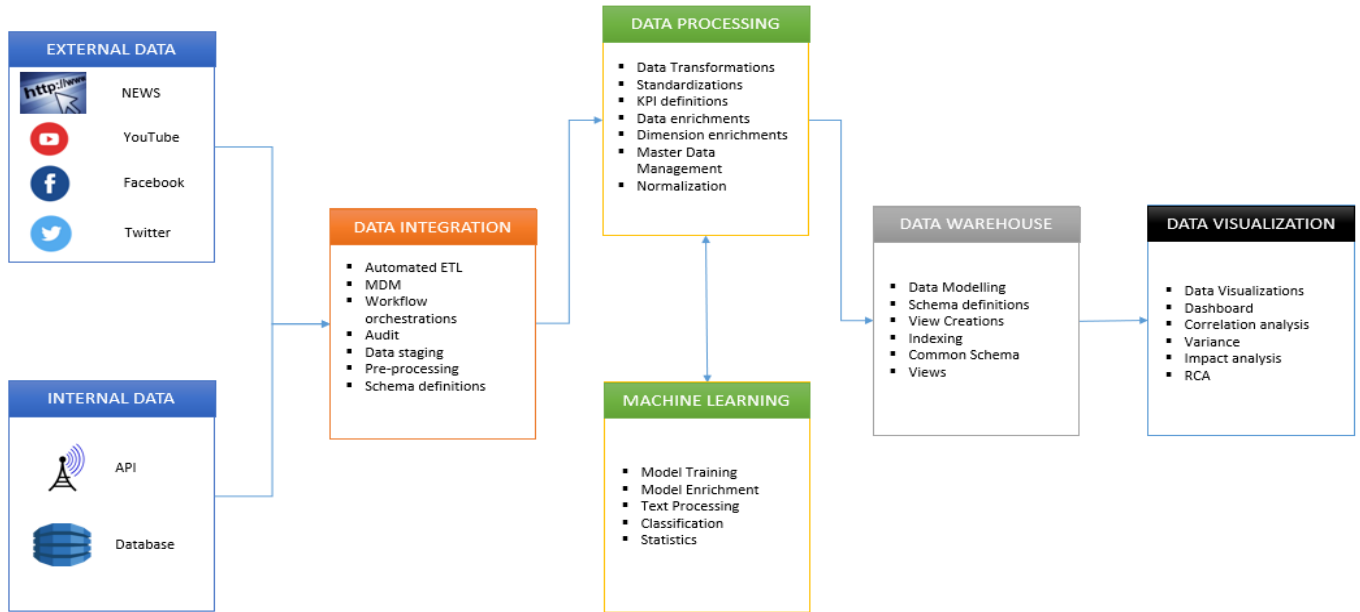
S.No.	Tools	Software Version	Utility	Key Features	No. of License
11	Talkwalker			Social Media Analytics	Cloud Subscription
12	Meltwater			Social Media Analytics and Response Management	Cloud Subscription
13	Hadoop	2.7	Data Lake	ELT, Data Processing, Data Repository	NA
14	Elasticsearch	7.6	Search & Analytics	Text labelling, Full Text Search, Near Real Time retrieval	NA
15	Python	3.1	Advanced Analytics	Text Analysis, Predictive Analytics, Forecast use cases	NA
16	Azure Cloud Services			Social Media dashboards developed on this platform	Cloud Subscription
17	Google and YouTube Analytics Dashboard		Internal application Management purpose	Internal Application developed for Google Analytics and for YouTube live analysis. MyGov APIs are integration purpose	Hosted on present agency's Servers

In addition to the above tools and solutions, the Agency may propose additional new features adding on to the existing structure. If so, the agency shall be responsible for sizing of the hardware required for deployment of new features in the existing solution. The agency will deploy, manage, and operate the overall solutions including customization, addition of new features, if approved by MyGov, for a period of 3 years (from the date of award of Work Order).

#### **5.4 Integration of MyGov and Social Media Analytics Outcomes from existing solutions**

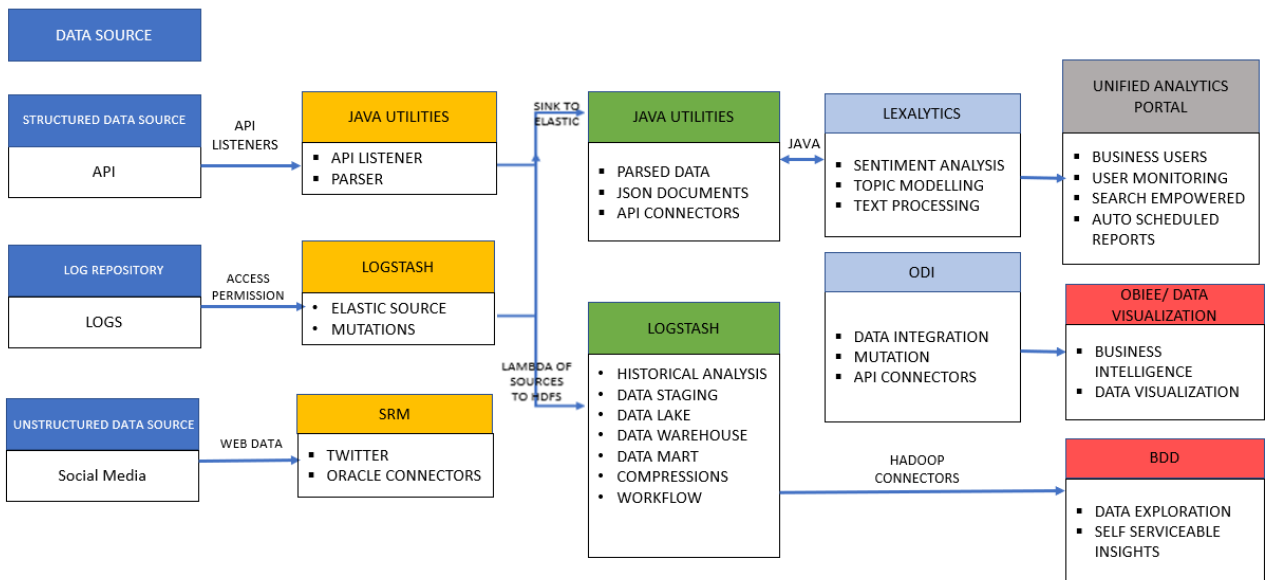
The metadata from all the MyGov, social media and other social media analytics sources of data that are derived from NIC servers are integrated and analyzed using ELK stack and Kibana platform. Kibana dashboards are used by MyGov analytics teams for data visualization, reporting and decision-making purposes.

### Functional Design:



The data from internal and external data sets and sources is integrated, processed & analyzed and visualization is done using different dashboards.

### Technical Design:



**Outcomes from Existing Solution includes but not limited to the following:**

**Data Lake**

- ✓ Data Processing with Lexalytics
- ✓ Data Lake on Hadoop
- ✓ Data indexing on Elasticsearch
- ✓ Data marts on Oracle

**Analytics**

- ✓ Dashboards on OBIEE
- ✓ Interactive visualizations with Kibana
- ✓ Real Time refresh intervals
- ✓ Data exploration with BDD
- ✓ Regular reports

**Data Integration**

- ✓ Structured Data integration with ODI
- ✓ Near real Time data ingestion
- ✓ Log ingestions with Logstash

**6 Scope of work**

**6.1 Overview of the Scope of Work**

The scope of work includes management and maintenance of the existing MyGov analytics solution, and the agency would undertake data analysis, report generation and real time dashboarding of MyGov content (website, all microsites and app). The agency will have to propose analytics tools for the MyGov social media and Other social media. Other media shall cover social media platforms but not limited to (Facebook, Twitter, Instagram, YouTube, LinkedIn, Koo, ShareChat, Chingari, Roposo, Bolo Indya, Mitron etc.), news websites, online Blogs, etc. The Implementation agency will have to propose solution for Other Media Analytics too which will include providing certain social media engagement and listening tools. Thus, the overall responsibility of the agency would be the following:

- a) Takeover, manage and maintain existing analytics solutions
- b) Propose and implement social media analytics tools for MyGov and Other social media
- c) Data analysis, report generation and provision for real time dashboarding
- d) Propose text and Language tools for Language Development
- e) The agency will have to deploy required Manpower
- f) Provide Annual Technical Support for the deployed solutions at MyGov

### **6.1.1 Takeover, manage and maintain existing analytics solutions**

The agency has to takeover, manage, maintain the existing analytics solutions of MyGov detailed at Sec 5.1 and Sec 5.2 (a) of this RFP. The agency would be required to undertake the analysis of contents on various attributes such as semantic analysis, textual analytics, contextual analytics, sentiment analytics, hashtag analysis, correlational analytics, web analytics, etc. for structured, semi-structured and unstructured data sets. The analysis will be required by the various stakeholders for informed decision making.

The Implementation agency will be required to undertake analysis, report generation and real time dashboarding of MyGov content using the tools and softwares presently integrated at MyGov as mentioned in Sec 5.3. The Agency will undertake all the required and ongoing activities to keep the system operational for MyGov in the stipulated timeline, and must deploy a dedicated team for analysis, report generation and real time dash-boarding of MyGov contents.

### **6.1.2 Propose and implement analytics tools for MyGov and Other social media**

MyGov needs social media analytics tools for doing research and analysis on the content across social media with real-time and historical access to social and editorial conversations. The tools will be used in place of existing tools of MyGov as detailed in Sec 5.2 (b) with equivalent and advanced features. The social media tools should provide features including but not limited to:

- i. Consumer segmentation and targeting based on behavioural analysis
- ii. Topics/conversation trend analysis with keywords & complex queries comparisons
- iii. Unlimited dashboard and report building
- iv. Run omnichannel analysis across news and social media
- v. Access content and dashboards on mobile app
- vi. Analysing unlimited keywords across channels
- vii. Response management on social media handles
- viii. Influencer analytics and management
- ix. Text, image, video, voice recognition, and speech analytics
- x. Sentiment segmentation and classification, scoring and AI engine
- xi. Data visualization and intelligence
- xii. Enriched Social Data feed APIs

The agency has to provide social media listening and analyzing tools fulfilling these requirements. The same manpower provisioned for the project will handle these tools to generate reports and deliverables as and when required by MyGov. The agency will also ensure to build a capacity in the inhouse team of MyGov, so that they are well versed with the features and functioning of the new tools with specific training sessions provided to them.

The agency should ensure that the tools should be provided with all the plug-ins & documentation which includes technical manuals, installation guides, user manuals, toolkit guides and troubleshooting guides etc.

### 6.1.3 Data Analysis & Reporting

MyGov presently has Tasks, Discussions, Polls/Surveys, and Pledges initiated by/for various stakeholders which includes Ministries, Departments, State Governments and Other government bodies. Analysis of all the data (structured, semi structured, and unstructured content) from above mentioned activities/sources is done to meet the reporting requirements of various stakeholders and for the inhouse requirements of MyGov.

Currently MyGov develops the reports under four major categories:

	<b>Insight on Key topics on MyGov</b>	<b>Activity based Reports</b>	<b>Social Media Reports</b>	<b>Insight Analytics</b>
Current Reporting	Stakeholder-wise reports: <ul style="list-style-type: none"> <li>• All central Ministries</li> <li>• Superior authorities</li> <li>• State Instances</li> <li>• Other Government bodies</li> <li>• Internal Reports</li> </ul>	Special activity-wise reports (Mann Ki Baat, Pariksha Pe Charcha, Millets, G20 and other key campaigns launched by Government. These special activities require customized reports.	MyGov has its presence on different social media platforms (Twitter, Facebook, Instagram, LinkedIn, YouTube, Koo, ShareChat, Chingari, Roposo, Bolo Indya, Mitron etc.) and generates basic reports against certain attributes	MyGov's microsites provide users with new and innovative ways of engagement on the topics of national interest and other important governance matters.
Attributes Covered for analysis and reporting	<ul style="list-style-type: none"> <li>• Best Comments / suggestions,</li> <li>• Emerging theme of discussion,</li> <li>• Web analytics,</li> <li>• Identified strategy for stakeholders, Key influencers, or contributors.</li> </ul>	<ul style="list-style-type: none"> <li>• Domain based comments/ Suggestions/ segregation</li> <li>• Key Policy or governance related inputs.</li> <li>• Web analytics</li> <li>• Key influencers or contributors.</li> <li>• Sentiment Analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Number of followers</li> <li>• Key influencers or contributors</li> <li>• Outreach</li> <li>• Views/visits</li> <li>• Retweets/ Forwards/ Shares</li> </ul>	<ul style="list-style-type: none"> <li>• Web analytics</li> <li>• User participation Analysis (Quiz/survey/ poll)</li> <li>• Key influencers or contributors</li> <li>• Emerging themes and discussions</li> </ul>

Under this engagement the implementing agency will be required to generate analytics and reports on MyGov and Other Media content through this solution covering at least the following identified attributes.

- a) Text Analytics
- b) Contextual Analytics
- c) Sentiment Analytics
- d) Web Analytics, not limited to Google Analytics
- e) Hashtag Analytics and Tag Cloud
- f) Other Media Analytics and its Correlation with MyGov Reports
- g) Predictive Analytics
- h) Prescriptive Analytics
- i) Event Correlation
- j) Content Analytics – Summarization, Executive Summary, Top Comments (Positive and Negative)
- k) Semantics Analysis
- l) Ontology Building

**The above list is only an indicative list of attributes.** The existing solution should have the capability to provide more analytical attributes for generation of insights on MyGov and Other Media content. The reporting attributes can change from report to report depending on the requirements of various stakeholders. The minimum set of current and proposed reports which are required to be delivered by the implementing agency through the analytics solution are tabulated below (**Indicative**):

S.No.	Report Details	Report Frequency
1.	MyGov Content Reports – Live Tasks, Discussions, Polls/Surveys, and Talks	Daily
2.	Executive Summary	Daily
3.	CBPS Reports	Daily
4.	MyGov and its Microsite Engagement Reports	Weekly
5.	Reports to Administrative Ministry & other superior authorities	Fortnightly
6.	Innovate Reports	Fortnightly
7.	Social Media Engagement Reports	Monthly
8.	Referral Reports	Monthly
9.	Mann Ki Baat Reports	Monthly
10.	Ministry specific Reports	As defined



<b>S.No.</b>	<b>Report Details</b>	<b>Report Frequency</b>
11.	Campaign specific Reports	As defined
12.	E-Greetings Reports	Weekly
13.	E-Sampark Reports	Weekly
14.	State Instances Reports	Weekly
15.	Reports on Innovate	Weekly
16.	Influencer Reports	Fortnightly
17.	Referral Reports	Monthly
18.	Reports on polls	Activity based
19.	Reports on Blogs	Activity based
20.	Activity Impact Reports	Activity based
21.	Search Engine Analytics Reports	Daily
22.	Current Activity Log	Weekly
23.	Need Based Reports	Weekly/Monthly/Quarterly/Annually etc.

- i. The agency should also make provision for producing following reports and providing advance analytics features such as:
  - a) Notification Reports
  - b) User Centric Reports
  - c) Developing Adaptive AI Analytics System
  - d) Metadata-Driven Data Fabric layer implementation
  - e) Decision-Centric Data Analytics
  - f) AI Risk Management
  - g) Predictive and Prescriptive Analytics
  - h) Implementing Machine Learning models for Comments Analysis
  - i) Collaborative Business Intelligence
  - j) Data Governance and Literacy
  - k) Data Automation
  - l) Embedded Analytics for Chatbot
- ii. The manpower deployed by the implementing agency will manage the analytics solution to generate the initial set of reports (all current and future set of reports) as mentioned above.

- iii. In addition to the initial set of reports, MyGov may also require customized set of reports. Additional reports wherein the agency will configure the system with new taxonomy, data models, keywords, hashtags, etc. shall be the customized reports. MyGov shall provide timely intimation to the agency for generation of such reports.
- iv. The agency will have to start generating required customized reports within 3 days of intimation.
- v. Once the customized reports are approved by MyGov, the team should generate these reports automatically on the defined schedule and frequency. All such approved customized reports will be generated with initial set of reports. Approved customized reports and initial set of reports should be system generated and no manpower effort should be dedicated for this, except in case of any bug or any modification is requested in the reports. These reports should get delivered to mail IDs as provided by MyGov. Reports should also be downloadable at "One Click" from the <<Web Page>>in various formats like PDF, MS Excel, MSWord, MS PowerPoint, XML, JSON, etc.
- vi. In addition to the above reporting requirements, the team shall avoid pre-defined set of blacklisted keywords, including dictionary as well as non-dictionary words that are abusive, vulgar, offensive, threatening or harassing, personal attacks of any kind, demeaning a particular religion, state, culture or ethnicity, or the Indian Republic in general, or offensive terms that target specific individuals or groups.
- vii. Solution is equipped with a self-learning library. It allows manual addition of keywords as blacklisted words. User submissions containing these keywords should not be included for analysis. Only on-demand reporting of such keywords and matched submissions (number of comments, as well as the actual comments).
- viii. The requirement of real time customizable dashboards for various stakeholders. Key features of the dashboards will include but not limited to the following:
  - a. Open for all dashboard (may be accessed by citizens)
  - b. Internal team's dashboard with role-based access for stakeholders as defined by MyGov.
  - c. Multi-level real-time information dashboard, which will include but not limited to the following levels:
    - Overall MyGov view
    - State level view
    - Geographical view
    - Ministry level view
    - Department level view
    - Domain level view
    - Group level view
    - Discussion / Task / Open Forum level view
    - Polls and surveys level view
  - d. The minimum information required to be displayed at each level is as depicted below but not limited to:
    - Quantitative statistics
    - Tag Clouds
    - Names of relevant discussions/tasks/polls/surveys tagged to the level
    - Customized Google Analytics results

- Key result attributes
- e. MyGov and its stakeholders will log in to the solution using multi-level role-based access system. Implementation Agency must integrate login of the analytics solution with MyGov authentication framework. After login, the users should be able to generate reports and access dashboard with required information. User dashboard should be customizable to add or remove the analytics information the user would like to access such as:
  - All information available on public dashboard
  - Relevant summary reports
  - Analytics against various attributes
  - Real-time tag clouds
  - All this information must be available in reportable and shareable format.

#### **6.1.4 Text and Language tools for Language Development**

MyGov requires to analyze content in all regional languages, including English and Hindi. For this purpose, a text and language tool need to be integrated with MyGov existing solutions. The agency needs to procure and customize the tool according to the need of MyGov. The solution should be capable of Natural Languages Processing (NLP) and analyzing content in English, Hindi, and other regional languages as defined in this RFP.

The tool which is to be proposed by the agency should be able to support analysis of content in English and Hindi from the day of 'deployment of the solution'. However, later other languages as updates/upgrades can be included. The list of languages includes Assamese, Gujarati, Hindi, Punjabi, Marathi, Bangla, Telugu, Tamil, Kannada, Malayalam, and Odia.

The solution should have the multi-lingual capability for integration of above-mentioned languages for meeting state specific requirements. However, MyGov reserves the right on deciding the languages for integrating in the solution. Once the language is decided to be integrated in the solution by MyGov, Implementation **Agency will have time of 6 weeks** to generate reports in the decided language through the analytical solution. New languages in addition to the named languages mentioned above may be added in the solution from time to time as per need basis.

#### **6.1.5 Deployment of Required Manpower**

- i. The agency must deploy 6 resources as defined in this RFP for the successful operation of the existing analytics solution. However, the agency will have to extend needful support for execution of analytics solution related activities.
- ii. The deployed resources will be generating analytics and insights on the MyGov, social media and other media contents and will train the MyGov analytics team on the solution.
- iii. The team deployed by the agency will build taxonomy, develop language capability, develop data models, analyse content against various attributes and create reports for MyGov and its stakeholders as and when required.

- iv. Each of the identified resources must be deployed at MyGov on full time basis. The Implementing agency needs to ensure that the Key resources deployed comply with the experience and qualifications as detailed below:

#	Manpower Category	Number of Resource	Criteria Details
1	Project Manager and Data Scientist	1	<ul style="list-style-type: none"> <li>• Education: Full Time MBA/ M.Tech./ MCA/M. Statistics from a reputed institute</li> <li>• Total Experience: At least 10 years</li> <li>• Should have more than 5 years of experience of handling large analytics projects as a project manager and data scientist.</li> <li>• Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>
2.	Proposed Analytics Solution Expert	1	<ul style="list-style-type: none"> <li>• Education: Full Time MBA/ M.Tech./ MCA/ M. Statistics/ B.Tech. / B.E. from a reputed institute</li> <li>• Total Experience: At least 7 years</li> <li>• Should have more than 2 years of experience as solution expert on proposed analytics solution.</li> <li>• Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>
3.	Data Analyst 1	1	<ul style="list-style-type: none"> <li>• Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>• Total Experience: At least 5 years</li> <li>• Should have more than 3 years of experience of advanced analytics projects.</li> <li>• Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>
4.	Data Analyst 2	1	<ul style="list-style-type: none"> <li>• Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>• Total Experience: At least 5 years</li> <li>• Should have more than 3 years of experience of advanced analytics projects.</li> <li>• Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>

#	Manpower Category	Number of Resource	Criteria Details
5.	Data Analyst 3	1	<ul style="list-style-type: none"> <li>• Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>• Total Experience: At least 5 years</li> <li>• Should have more than 3 years of experience of advanced analytics projects</li> <li>• Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>
6.	Visualization & Reporting Expert	1	<ul style="list-style-type: none"> <li>• Education: Full Time MBA/ M. Tech/ MCA/ B. Tech /B.E./M. Statistics from a reputed institute</li> <li>• Total Experience: At least 5 years</li> <li>• Should have more than 3 years of experience of in reporting, analytics, and BI projects.</li> <li>• Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>

- v. The onsite deployment has been planned for a period of three years from the date of award of Work Order (Offsite deployment of manpower shall not be paid by MyGov).
- vi. Implementing agency shall not change or replace the proposed resources. However, in case of resignation, termination, retirement, long term disability or death, the agency shall inform MyGov timely and replace such resources. In case of replacement of identified resources due to above mentioned incidents or as requested by MyGov, agency shall provide MyGov with:
  - a) Resume, curriculum vitae, as requested by MyGov
  - b) Schedule the interview of the candidates with MyGov

Implementing agency shall strictly adhere to the SLAs associated with the manpower deployment and planning as mentioned in this RFP.

### 6.1.6 Annual Technical Maintenance

- i. Analytics solution support for all the tools and software (existing and newly proposed) will be provided by the Implementing Agency.
- ii. The support from Implementing Agency will comprise of the first point of contact for MyGov users and stakeholders for resolving all solution related incidents or service requests including but not limited to the help on the navigation of the solution.
- iii. The Agency should aim to restore normal service operation as quickly as possible and minimize the adverse effect on business operations, thus ensuring that the best possible levels of service-quality and availability are maintained.

- iv. The Implementation Agency shall provide helpdesk number and email ID for users to log incidents or service requests.
- v. Application support include, but not limited to, solution stability monitoring, annual technical support, troubleshooting and addressing the functionality, availability, and performance issues, etc.
- vi. Annual Technical Support cost for 3 years shall be inclusive of all the support and maintenance charges such as Helpdesk Support, Application support and Annual Technical Support charges quoted by the Implementation Agency.
- vii. Though cost will be discovered for 3 years of ATS, however, MyGov reserves the right to release the ATS order for the number of year/years it feels necessary.
- viii. The Implementation Agency shall keep the application software in good working order and perform changes and upgrades to applications as available for the solution provided for the Project period.
- ix. The Implementation Agency should also provide an analytics solution expert as part of key resources to provide application support for the entire duration of the engagement.

## 7 Bill of Quantity

The minimum list of Bill of Quantities (BOQ) for the Analytics Solution and Manpower is tabulated below. The bidders shall ensure and provide all necessary infrastructures (any additional plug-ins, quantities, etc.) required to achieve the desired objective of this project.

S.No.	Item Description	Quantity	Unit	Reference to Scope of Work
<b>A. Manpower Cost (A)</b>				
1.	Project Manager and Data Scientist	36	Man-Month	Refer section 6.1.5
2.	Proposed Analytics Solution Expert	36	Man-Month	
3.	Data Analyst 1	36	Man-Month	
4.	Data Analyst 2	36	Man-Month	
5.	Data Analyst 3	36	Man-Month	
6.	Visualization & Reporting Expert	36	Man-Month	
<b>B. License / Subscription Cost (B)</b>				
7.	<Software 1>	3	Annual License/ Subscription	Refer section 6.1.2 and section 6.1.4
8.	<Software 2>	3	Annual License/ Subscription	
9.	Any other (if required)			
<b>C. Annual Technical Support for Solution (C)</b>				
10.	<For Software 1>	3	Annual Technical	Refer section 6.1.6

			Support	
11.	<For Software 2>	3	Annual Technical Support	
	Any other (if required)			
<b>D. Language Development Cost (D)</b>				
12.	Development of regional language	11	Languages	Refer section 6.1.4

Note: -

- Implementation Agency may propose for the licenses as required in line to the scope of work defined in the RFP.
- Annual technical support cost for application will be paid every quarter for duration of contract.
- The ATS cost will be inclusive of cost for upgrades and/or updates and training costs for the same as they are implemented on the deployed integrated analytics solution.
- Payment of the Language development depends on the developed languages in the given financial year and on the language development requirement as raised by MyGov.
- Any existing tax/duty not mentioned here will not be entertained.
- All expenses related to travelling, lodging, boarding and other expenses must be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered.
- All the prices to be quoted by Bidder should be in INR.

## 8 Activity Schedule and Deliverables

The deliverable associated with each milestone is as follows:

S.No.	Activity	Deliverable	Timelines (T: Date of WO)
1.	Submission of Project Plan	Submission of Project plan as per the defined Scope of Work in the RFP	T+2 Weeks
2.	Manpower Deployment	Deployment of proposed manpower at MyGov by the selected implementation agency	T+ 2 Weeks
3.	Takeover of the existing analytics solution	Knowledge Transfer and takeover from the existing team	T + 4 Weeks
4.	Implementation of proposed social media Tools	Deployment of the social media analytics Tool for generation of reports	T + 6 Weeks
5.	Implementation of proposed Text & Language Tools	Deployment of the Tool and generation of report	T + 6 Weeks

<b>S.No.</b>	<b>Activity</b>	<b>Deliverable</b>	<b>Timelines (T: Date of WO)</b>
6.	Configuration of Reports and Configuration of real time dashboard	Generation of the report as stipulated in the scope of work and requirement of MyGov	As per the RFP and requirements of MyGov.
7.	Submission of Report of completion of takeover	Report of completion of takeover will be submitted by the Implementing Agency to MyGov	T + 6 Weeks
8.	Submission of Exit management plan	Detailed plan with Knowledge Transfer	T + 8 Weeks
9.	ATS and submission of periodical performance reports	Execution of work and submission of work done reports as per the scope of work	As per Frequency of the reports defined in the RFP.

## 9 Payment Schedule

<b>#</b>	<b>Particulars</b>	<b>Payment Terms</b>	<b>Documents required</b>
<b>1.</b>	<b>Manpower Cost</b>	To be Paid Quarterly basis subject to deductions / penalties if any	On Submission of Quarterly Invoice, and approval of Monthly Progress Report, Quarterly Work Plan and Quarterly Progress Reports
<b>2.</b>	<b>Cost of Licenses/ Subscriptions</b>	To be Paid Quarterly basis subject to deductions / penalties if any	On Submission of Invoice and required supporting documents and its approval by MyGov
<b>3.</b>	<b>Cost of ATS</b>	To be Paid Quarterly basis subject to deductions / penalties if any	On Submission of Quarterly Invoice
<b>4.</b>	<b>Cost of language development</b>	To be Paid Quarterly basis as per the languages developed in the quarter subject to deductions / penalties if any	On Submission of Quarterly Invoice, and approval of Monthly Progress Reports

Note:

- a) All payments to the Implementation Agency shall be made upon submission of invoices along with relevant signoffs from MyGov
- b) The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA section of this RFP, will be made.
- c) The payments for the Manpower deployment cost will be made at the end of every quarter after the delivery of the services upon satisfactorily adhering to the SLAs defined in the



RFP and deductions of penalties, if any. The Implementation Agency will be required to submit a compliance report every month and a consolidated compliance report at the end of 3 months (quarterly) based on which these payments may be released.

- d) All payments will be released based on the unit rates agreed upon in the final contract.
- e) First quarterly payment for manpower deployment shall be paid subject to above mentioned conditions on completion of generation of first set of Basic Reports and submission of Report of completion of takeover and its approval by MyGov.
- f) Any monetary figure in decimal shall be rounded off to the nearest digit.
- g) Project Completion is defined as the transfer of the knowledge and document or license held by the Implementation Agency to MyGov, Ministry of Electronics and Information Technology, Government of India.

## **10 Service Level Agreement**

### **10.1 Introduction**

The Service Level Agreement (SLA) is between MyGov also referred to as the "Purchaser" and the Implementation Agency.

### **10.2 Purpose of this SLA**

The purpose of the SLA is to define the levels of service to be provided by Implementation Agency to MyGov, also referred to as the Purchaser for the duration of the Engagement or until this SLA has been amended.

The objectives of this SLA are to:

- Set out the service level goals that Purchaser's aim to achieve and maintain.
- Make explicit the expectations that the Purchaser has from the Implementation Agency and define the service level goal that the Implementation Agency would be required to adhere to over the duration of the Agreement.
- Help Purchaser control the levels and performance of Implementation Agency services. The Implementation Agency will be required to bring to MyGov's notice any issues that have the potential to impact SLAs so that the requisite action can be taken to address the same.
- While the SLAs are imposed on the Implementation Agency and the Implementation Agency is expected to adhere to the same, there will be instances that a breach in the SLA takes place because of no fault of the Implementation Agency. MyGov may, in its sole discretion, in writing, relax any penalties imposed on the Implementation Agency, given the Implementation Agency submits a comprehensive Root Cause Analysis (RCA) clearly identifying the root cause while also establishing that it is not in fault.
- Manpower, Reporting, ATS Related SLAs shall be monitored on quarterly basis as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels as defined in the tables below, deductions/penalties as given in section 10.3 will be invoked. In case of delay beyond the defined timeline, MyGov reserves the right to terminate the contract.

- In case the overall deductions exceed 10% of the contract value, MyGov reserves the right to terminate the contract.
- SLA compliance report will be submitted by the Implementing Agency with the Invoices of every quarter.

### 10.3 Service Level Agreement Clauses

#### 10.3.1 Project Implementation SLAs

Project Implementation related SLA criteria			
S.No.	Parameter	SLA	Deduction/Penalty
1.	Take-over, understanding and management of the existing solution and installation of new software and social media /Other tools.	<= T+6 weeks	Nil
		> T+6 weeks where, (T: Date of WO)	0.5% of the total contract value every week upto T+10 weeks. Delay post 10 weeks, may lead to termination of contract.

Note:

Takeover by the Implementing agency will be considered as complete on submission of the **Report of completion of takeover** within 6 weeks from the date of issuance of work order and its approval by MyGov.

#### 10.3.2 Manpower Deployment SLAs

Manpower related SLA criteria			
S.No.	Parameter	SLA	Deduction/Penalty
1.	Deployment of proposed manpower at MyGov by the selected implementation agency	Delay in deployment of proposed manpower at MyGov > T+2 weeks where, (T: Date of WO)	2% of the per month resource cost every week upto T+10 weeks. Delay post 10 weeks, may lead to termination of contract.
2.	MyGov finds the performance of a deployed resource inadequate and requests for a replacement. OR Providing manpower for any new position	Replacement/ Closure of new position to be completed within the 15 days of MyGov raising the replacement request.	10% of the per month resource cost
3.	Shortfall of Attendance of resources	If a resource is absent for 7 consecutive working days without any reasonable cause, then the resource will have to be replaced if required.	Rs. 5,000 replacement penalty for each absentee related replacement during the term of the project on per day basis

4.	Leaves for the resource	Leaves per Quarter per resource < or = 6	Nil
		Leaves per Quarter per resource > 6	Payment will be deducted on pro-rata basis per leave per resource according to the man month rates as per contract

### 10.3.3 Analytics & Reporting SLAs

Reporting related SLA criteria			
S.No.	Parameter	SLA	Deduction/Penalty
1.	Submission of Reports and Deliverables	Submission of Reports and Deliverables as per mutually finalized timeline	Rs 5,000 fine for unplanned delay of each week upto maximum of 4 weeks for the Report to be submitted.

### 10.3.4 Annual Technical Support related SLAs

The ATS support would have to ensure that the reported issues need to be handled at the earliest.

Annual Technical Support related SLA criteria			
S.No.	Parameter	SLA	Deduction/Penalty
1.	Any issue reported should be resolved within a time period of maximum 3 days	After 3 days of the issue resolution request raised by MyGov	Rs 5,000 fine for unplanned delay of each day upto maximum of 7 days.

### 10.3.5 Language Development related SLAs

The Bidder needs to ensure that the solution is able to support the multilingual feature as per the mutually agreed timeline.

Language Development related SLA criteria			
S.No.	Parameter	SLA	Deduction/Penalty
1.	Integration of the mutually agreed Language in the analytics solution	6 weeks after the Integration request is raised by MyGov	2% of the total cost of Language development Cost per week delay

## 11 Instructions to Bidders

### 11.1 Availability of RFP Document

The RFP document would be available at CPP portal (<https://eprocure.gov.in/eprocure/app>) and at MyGov portal <https://mygov.in>

Prospective bidders desirous of participating in this tender may view and download the tender documents free of cost from the above-mentioned website. At any time prior to the last date for receipt of bids, MyGov may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment/corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

The amendment/corrigendum will be notified at the above-mentioned websites, which will be binding on the prospective bidders to consider for quoting.

MyGov reserves the right to cancel this tender or modify the requirement at any stage of the Tender process cycle without assigning any reasons. MyGov will not be under obligation to give clarifications for doing the aforementioned.

### **11.2 Period of Validity of Bids**

Bids shall remain valid for 180 days from the date of submission of bid. MyGov holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

In exceptional circumstances, MyGov may solicit the bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting the bid security. A bidder granting the request will not be permitted to modify its bid.

### **11.3 Pre-Bid Meeting and Clarifications**

#### **11.3.1 Pre-bid Meeting**

MyGov shall hold a pre-bid meeting with the prospective bidders on the date, time and venue mentioned in Fact Sheet. The bidders will have to ensure that their queries for pre-bid meetings should reach the Nodal Contact Person mentioned in the Fact Sheet by email or in person, on or before the date and time mentioned in the Fact Sheet.

The queries should necessarily be submitted in the following format:

<b>S. No.</b>	<b>RFP document reference(s) [Section, clause, and page number(s)]</b>	<b>Content of RFP requiring clarification(s)</b>	<b>Points of clarification</b>
1.			
2.			

- i. MyGov shall not be responsible for ensuring that the bidders' queries have been received by MyGov. Any requests for clarifications received after the indicated date and time may not be entertained by MyGov.

### **11.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

MyGov will endeavor to provide timely response to all queries. However, MyGov makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MyGov undertake to answer all the queries that have been posed by the bidders.

At any time prior to the last date for receipt of bids, MyGov may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.

The corrigendum (if any) and clarifications to the queries from all bidders will be posted on CPP portal/ MyGov Portal. Any such corrigendum shall be deemed to be part of this RFP.

To provide prospective bidders reasonable time for taking the corrigendum into account, MyGov may, at its discretion, extend the last date for the receipt of bids.

### **11.4 Language of Bid**

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and MyGov shall be written in English language only.

### **11.5 Other General conditions related to Bid Document**

- i. The bidder will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by MyGov, failing which the offer will be treated as withdrawn. After signing of the RFP document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.
- ii. All pages of the bid being submitted must be sequentially numbered by the bidder, should be signed and page referencing should be given in a tabular format highlighting key areas to qualify the technical criteria.
- iii. It may be noted that any reference / mention of the financial quote or price schedule in the technical bid shall be at the bidder's risk and may result in rejection of the bid.
- iv. Before the expiry of the period of validity of the proposal, MyGov shall notify the successful bidder in writing by registered letter or by email, that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of award and will enter into agreement within specified time.
- v. Bidders are advised to study all instructions, forms, terms, requirements, and other information in this RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full

understanding of its implications.

- vi. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected, and its bid security may be forfeited.

#### **11.6 Documents comprising the bid**

The bid submitted by the bidder shall comprise following documents:

- a) Technical bid in the formats specified in the RFP- Bidders need to provide all necessary information required to comply with bid security declaration requirement, eligibility and technical evaluation criteria as specified in RFP document respectively.
- b) Financial bid in the formats specified in the RFP document.
- c) Any other information that is to be submitted during the bidding process.

#### **11.7 Financial Bid**

The financial bid should strictly conform to the formats to enable evaluation of bids. Special care must be taken to ensure that the bid does not have any hidden costs or conditional costs, as this shall make the bid liable for outright rejection. The price components furnished by the bidder in accordance with format provided in this RFP, will be solely for the purpose of facilitating the comparison of bids by MyGov. This will not in any way limit the rights of MyGov to contract on any other terms specified in the RFP. Prices quoted by the bidder shall be fixed and no variation will be allowed under any circumstances. No open-ended bid shall be entertained and the same is liable to be rejected straightaway.

#### **11.8 Modification and Withdrawal of Bids**

The bidder may modify or withdraw its bid in the CPP portal before the expiration of the deadline prescribed for submission of bids. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

#### **11.9 Deadline for Submission of Bids**

The bids (technical and financial) must be submitted on the CPP portal not later than date and time mentioned in the Fact Sheet. In the event of the specified date for the submission of bids being declared a holiday for MyGov, the bids will be received up to the appointed time on the next working day. MyGov may, at its own discretion, extend the deadline for submission of bids by amending the bid document in which case all rights and obligations of MyGov and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

Any bid received by MyGov after the deadline for submission of bids prescribed by MyGov will be summarily rejected. MyGov shall not be responsible for any delay or non-receipt / non-delivery

of the documents. No further correspondence on this subject will be entertained.

### **11.10 Rejection of Bid**

The Bid must be submitted online in the CPP portal. The bids submitted by Telex, fax or email shall not be entertained. Any condition put forth by the bidder non-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

### **11.11 Indemnification & Limitation of Liability**

- i. The agency (the "Indemnifying Party") shall undertake to indemnify MyGov (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- ii. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- iii. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
  - Indemnified Party's misuse or modification of the Service.
  - Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
  - Indemnified Party's use of the Service in combination with any product or information not owned or developed by the Indemnifying Party.
- iv. However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either:
  - Procure the right for Indemnified Party to continue using it.
  - Replace it with a non-infringing equivalent
  - Modify it to make it non-infringing.
  - The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- v. The indemnities set out above, shall be subject to the following conditions:
- The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
  - The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Défense.
  - If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
  - The Indemnified Party shall not prejudice, pay, or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
  - All settlements of claims subject to indemnification under this Clause will:
    - be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
    - the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
    - the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
    - if the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
    - if a Party makes a claim under the indemnity set out above in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim



in respect of that Loss or Losses (including any claim for damages).

- vi. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.
- vii. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss, or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in above) even if it has been advised of their possible existence.

The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

#### **11.12 Partnership/Consortiums**

Consortiums is not allowed for this engagement. bidding entity must be a single entity duly registered under the applicable laws of the country.

#### **11.13 Bid Opening**

MyGov reserves the rights to postpone or cancel a scheduled bid opening. The bids will be opened, for Pre-qualification, technical proposals, and for financial proposals of those bidders who qualify the PQ and Technical Criteria.

During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

The Bid Security declaration of the bidders will be opened on the same day and time, on which the technical bid is opened, and bids for which the requisite Bid Security declaration has not been received by MyGov or whose Bid Security declaration as per the format is not in order shall be rejected.

In the event of the specified date of bid opening being declared a holiday for MyGov, the bids shall be opened at the appointed time and location on the next working day. The decision of the Committee on the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the MyGov Committee.

### 11.14 Bid Security

Bidders shall submit the signed Bid security declaration (BSD) as per the format specified in **Annexure 4: Form 7- Format for Bid Security Declaration** addressed to CEO MyGov New Delhi and should be valid for the period of 180 days from the last date of bid submission.

The BSD (Bid Security Declaration) shall remain valid for a period of 180 days from the date of submission of the proposal. In case the agency is found in breach of any condition(s) of this RFP, at any stage, legal actions per rules/laws, shall be initiated against the agency and Bid security declaration will be evoked.

Proposals that do not accompany Bid security declaration shall be summarily rejected.

### 11.15 Evaluation Process

MyGov will constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. Technical bids thus opened will be evaluated in detail and those who qualify the technical eligibility will be evaluated with their financial bid.

During evaluation of bids, MyGov may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be made in writing. If the response to the clarification is not received before the expiration of the deadline prescribed in the request, MyGov reserves the right to evaluate bids based on available documents which may also lead to rejection of the bid.

### 11.16 Criteria For Evaluation

#### 11.16.1 Eligibility Criteria

MyGov shall open the technical bids to evaluate the minimum eligibility criteria defined in the RFP is tabulated below. The bidder shall submit self-assessed compliance to Eligibility criteria checklist prescribed in **Annexure 1**. Bids not conforming to any of the minimum eligibility criteria shall be out rightly rejected. MyGov may ask bidder(s) for additional information to verify claims made in their eligibility document, at any point of time before opening of the technical bid.

S. No.	Criteria	Proof Required
1	Cover letter of the bid with valid authorization details of the person(s) signing the bid document as on date of bid submission	Cover letter signed by an authorized signatory of the bidder as per Form 1 of Annexure 4 of this RFP.  Power of Attorney/Authorization Letter as per Form 2 of Annexure 4 of this RFP

S. No.	Criteria	Proof Required
		OR Certified copy of Board Resolution
2	<p>a) Should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act.</p> <p>b) Registered with the Income Tax Authorities</p> <p>c) Registered with GST Network</p> <p>d) Should have been operating for the last 10 years as on date of bid submission</p>	<p>a) Certificate of Incorporation</p> <p>b) Copy of PAN Card</p> <p>c) Copy of GST registration certificate</p> <p>d) Letter from Company Secretary/ Authorized Signatory / Statutory Auditor for operating business since last 10 years</p>
3	The bidder should have an average annual turnover of at least INR 15 Crores for the last 3 audited financial years. (FY 2019-20, 2020-21 & 2021-22)	A certificate duly certified by the Statutory Auditor / Chartered Auditor of the bidder mentioning the average annual audited turnover for the last 3 financial years. (FY 2019-20, 2020-21 & 2021-22)
4	<p>a) The bidder should have its registered office in India</p> <p>b) Should have at least 25 resources with experience in web and social media analytics tools as on the date of submission of the bid</p>	<p>a) Office registration certificate/ Rent Agreement /Lease Agreement etc.</p> <p>b) An undertaking from the HR head/ Authorized Signatory of the firm, certifying the same as per Form 4 of Annexure 4 of this RFP</p>
5	<p><b>a) Experience in deployment, management, and maintenance of advance analytics solution:</b></p> <p>The bidder must have experience in at least one (1) similar project experience rendering services for implementing, managing, and maintaining advance analytics</p>	<p>Details of the assignments as per Form 5 of Annexure 4, along with the following documents:</p> <p>Copy of work order/ Agreement/ Contract</p> <p>And</p>

S. No.	Criteria	Proof Required
	<p>solutions for analyzing structured, semi structured and unstructured data sets using sophisticated tools and techniques for meaningful and actionable insights for any Central /State Govt / PSU in India in the last 5 years from the date of publish of this RFP. Project should include <b>any 3</b> of the following techniques used for analytics: predictive analytics, data mining, text analytics, context analytics, pattern &amp; trend identification, visualization, semantic analytics, sentiment analytics, network, and cluster analytics, etc. The minimum Work Order value should be of amount <b>INR 1 Crore.</b></p> <p><b>b) Experience in deployment, management, and maintenance of social media analytics:</b></p> <p>The Bidder should have the experience in deployment, management, and maintenance at least one (1) project of analyzing social media/ websites/ blogsites, etc. using the proposed solution for any Central /State Govt / PSU /Pvt. entities /Global brands in India in the last 5 years from the date of publish of this RFP. Project should cover <b>any 3</b> of the indicative techniques such as, semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization etc. The minimum Work Order value should be of amount <b>INR 50 Lakhs.</b></p>	Project completion certificate or one year of successful operation issued by the client.
6	The proposed social media analytics tool should have been implemented in at least 1 clientele in India. The tool should have been implemented for at least 1 regional	Self-Certificate from authorized signatory substantiating with documentary proof against

S. No.	Criteria	Proof Required
	language (other than English) of India Self-Certificate from authorized signatory substantiating with documentary proof against the implementation of proposed tool as per requirement.	the implementation of proposed social media analytics tool as per requirement.
7	The bidder should not have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	Certificate duly signed by an authorized signatory of the bidder as per Form 6 of Annexure 4 of this RFP
8	Bidder should have  (1) ISO 9001:2015  (2) ISO 27001:2013	Copy of the valid Certificate
9	The bidder should submit the bid specific Letter of Authorization issued by respective Original Equipment Manufacturer (OEM)	Manufacturing Authorization Form (MAF) from OEM as per Sample Form 10 of Annexure of this RFP

**Note:** If the bidder is a Micro or Small Enterprise/Start-up as per latest definitions under MSME/ Department of Industrial Policy & Promotion (DIPP) rules, the bidder shall be exempted from the requirements of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents, as applicable to prove his eligibility for exemption must be submitted for evaluation.

### 11.16.2 Technical Evaluation Criteria

Technical bids of those bidders who meet the minimum eligibility criteria will be evaluated based on technical evaluation criteria tabulated below. The bidder shall also submit self-assessed compliance to Technical Evaluation Criteria checklist in **prescribed in (refer Annexure 2)**.

MyGov may ask bidder(s) for additional information to verify claims made in their technical bid document, at any point of time before opening of the financial bid.

If there is a change in the status of the bidder which may lead to non-compliance to the eligibility criteria, at any stage during the bid process till the award of the contract, the bidder should immediately bring the same to the notice of MyGov. In this case the MyGov may take appropriate steps which may also lead to rejection of the bid.

The steps for Technical Evaluation are as follows:

- A) Organization – Financial Capability & Prior Experience – 20 marks
- B) Approach & Methodology and Technical Presentation – 40 marks
- C) Key Proposed personnel – 40 marks

### A) Organization – Financial Capability & Prior Experience

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score
<b>1</b>	<b>Organization - Financial Capability</b>			
	The bidder should have an average annual turnover of at least INR 15 Crore for the last 3 audited financial years. (FY 2019-20, 2020-21 & 2021-22)	If average annual turnover is: a) INR 15 crore: 2 marks b) For each additional average annual turnover of INR 2 Crore: 1 mark up to maximum 2 more marks	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for the last 3 financial years (FY 2019-20, 2020-21 & 2021-22)	4
<b>2</b>	<b>Organization – Prior Experience</b>			
	<b>a) Experience in deployment, management, and maintenance of advance analytics solution:</b>  The bidder must have experience in at least one (1) similar project experience rendering services for implementing, managing, and maintaining advance analytics solutions for analyzing structured, semi structured and	1 Project: 4 marks 2 Projects: 8 marks	Details of the assignments as per form 5 of Annexure 4, would be referred for details. The bidder also needs to provide following: a. copy of the work order b. certificate of project completion or one year of successful	8

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score
	<p>unstructured data sets using sophisticated tools and techniques for meaningful and actionable insights for any Central /State Govt / PSU in India in the last 5 years from the date of publish of this RFP. Project should include <b>any 3</b> of the following techniques used for analytics: predictive analytics, data mining, text analytics, context analytics, pattern &amp; trend identification, visualization, semantic analytics, sentiment analytics, network, and cluster analytics, etc. The minimum Work Order value should be of amount <b>INR 1 Crore.</b></p>		<p>operation issued by the Client</p>	
	<p><b>b) Experience in deployment, management, and maintenance of social media analytics:</b></p> <p>The Bidder should have the experience in deployment, management, and maintenance at least one (1) project of analyzing social media/ websites/ blogsites, etc. using the proposed solution for any Central /State Govt / PSU /Pvt. entities /Global brands in India in the last 5 years from the date of publish of this RFP. Project should cover <b>any 3</b> of the</p>	<p>1 Project: 4 marks 2 Projects: 8 marks</p>	<p>Details of the assignments as per form 5 of Annexure 4, would be referred for details. The bidder also needs to provide following: a. copy of the work order b. Certificate of project completion or one year of successful operation issued by the Client</p>	<p>8</p>

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score
	indicative techniques such as, semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization etc. The minimum Work Order value should be of amount <b>INR 50 Lakhs.</b>			
<b>Total Score</b>				<b>20</b>

### B) Approach & Methodology and Technical Presentation

#	Criteria	Criteria Details	Max Score
1.	Understanding of Scope of Work	Demonstrate the level of understanding of the MyGov Analytics Requirement	5
2.	Value addition and new proposed ideas	Whether the bidder has provided any value addition in the proposal other than the requirement specified in the RFP.	8
3.	Demonstration of Reporting, Dashboarding, Data visualization, Analysis and Customization Strategy	Bidder will be evaluated on the Reporting & Customization Strategy and dashboard and data visualization techniques.	20
4.	Strategy for multilingual support for analysis and Natural Language Processing	Bidder will be evaluated on the proposed approach.	2
5.	Strategy for correlating the Other Media content with MyGov content – parameters for analysis, different reports, etc.	Demonstrate the ability of the solution to correlate social media/news/blog/ data/reports with MyGov Report.	5
		<b>Total Score</b>	<b>40</b>



**C) Key Proposed personnel**

#	Manpower Category	Minimum Eligibility	Total Marks
1.	Project Manager and Data Scientist	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M.Tech/ MCA/M.Statistics from a reputed institute</li> <li>Total Experience: At least 10 years</li> <li>Should have more than 5 years of experience of handling large analytics projects as a project manager and data scientist.</li> <li>Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>	10
2.	Proposed Analytics Solution Expert	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M.Tech/ MCA/ M.Statistics/ B.Tech / B.E. from a reputed institute</li> <li>Total Experience: At least 7 years</li> <li>Should have more than 2 years of experience as solution expert on proposed analytics solution.</li> <li>Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>	10
3.	Data Analyst 1	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of advanced analytics projects</li> <li>Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>	4
4.	Data Analyst 2	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of advanced analytics projects</li> <li>Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>	4
5.	Data Analyst 3	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of advanced analytics projects</li> <li>Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>	4
6.	Visualization & Reporting Expert	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ B. Tech /B.E/M.Statistics from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of in reporting, analytics, and BI projects.</li> </ul>	8

#	Manpower Category	Minimum Eligibility	Total Marks
		<ul style="list-style-type: none"> <li>Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>	
		<b>Total Score</b>	<b>40</b>

Note: 50% of the marks awarded for the proposed resources will be on the basis of minimum eligibility as mentioned above and rest 50% will be evaluated on the basis of personal interview.

The technical bids that score at least 70 marks out of 100 will be considered for financial bid opening. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

It may be noted that any reference / mention of the financial quote or price schedule in the technical bid shall be at the bidder's risk and may result in rejection of the bid.

### 11.16.3 Financial Evaluation Criteria

The financial bids of only those bidders will be opened who qualify the technical evaluation stage.

Each bidder will be given a Normalized Financial Score (F) as per below mentioned formula:

$$F = 100 \times (F_m / F_b)$$

F<sub>m</sub> is lowest financial quote among all technically qualified bids.

F<sub>b</sub> is financial quote by the bidder being evaluated.

For evaluation of the financial bid, the total financial quote (**Annexure 3**) for all the activities would be considered.

### 11.16.4 Method of Selection

- i. For final selection of the bidder, the technical qualified bid will be given a weightage of 70% based on criteria for evaluation. The price bids of only those Agencies who qualify technically will be opened.
- ii. The financial bid shall be allocated a weightage of 30%. For working out the combined score, MyGov will use the following formula:
- iii. **Total Score (H) = (0.7 x T) + (0.3 x F)**

Here

**T** stands for technical score and

**F** stands for Financial Score

The bids will be ranked in terms of total Score. The bid with the highest total Score will be considered for the award of the contract.

- iv. Example: If in response to this RFP, three bids, A, B and C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B and C were Rs. 120, 100 and 110 respectively, then the following points for financial bids may be given:

A:  $100/120 \times 100 = 83$  points

B:  $100/100 \times 100 = 100$  points

C:  $100/110 \times 100 = 91$  points

- v. For combined evaluated points, the process would be as follows:

Bid A:  $75 \times 0.7 + 83 \times 0.3 = 77.4$

Bid B:  $80 \times 0.7 + 100 \times 0.3 = 86$

Bid C:  $90 \times 0.7 + 91 \times 0.3 = 90.3$

Bid C in this case with the highest total Score (H-1) will be considered for award of contract.

- a) If a bidder quotes NIL charges/ consideration, the bid shall be treated as non-responsive and will not be considered.
- b) The bid price will include all taxes and levies and shall be in Indian Rupees.
- c) Any conditional bid would be rejected.
- d) MyGov will determine whether the Financial Proposals are complete, and unconditional.

#### **11.16.5 Award of Contract**

MyGov reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time before the project is awarded, without thereby incurring any liability to the affected bidder or bidders, with or without assigning any reason.

Notification to Bidder: Before the expiry of the period of validity of the bid, MyGov shall notify the successful bidder in writing by registered letter or by e-mail or by fax, that its bid has been accepted. The bidder shall acknowledge in writing the receipt of the notification of award to MyGov. The date and time for the same shall be notified to the bidder in writing by MyGov.

Signing/Issue of Contract/Work order: The contract/work order shall be signed on all the pages

by the person(s) duly authorized to bind the successful bidder to the contract/ work order. The stamp of the organization shall also be affixed on each page of the contract/ work order. MyGov may discuss certain terms with the successful bidder before signing/ issuing the contract/ work order. The bidder with whom the contract/work order is signed/ issued will be the 'Agency for Implementation of Analytics Solution for MyGov'.

Expenses for the Contract/ Work order: The incidental expenses of execution of agreement / contract/ work order shall be borne by the selected bidder.

Failure to Abide by the Contract/ Work order: The conditions stipulated in the contract/ work order shall be strictly adhered to and violation of any of these conditions will entail termination of the contract/ work order without prejudice to the rights of MyGov to impose penalties as specified in the bidding document and the contract/ work order.

### **11.17 Performance Security**

The successful bidder shall deposit the performance security with MyGov within fifteen (15) working days from the date of notice of award of the contract/ work order, or at the time of signing/issuing of the contract/ Work order whichever is earlier. The performance security should be from a scheduled commercial bank, in the form of Fixed Deposit Receipt or Bank Guarantee drawn in favour of "MyGov-Digital India Corporation" payable at Delhi, for the due performance and fulfilment of the contract/ work order by the agency.

The performance security shall be denominated in Indian Rupees only.

This performance security will be for an amount equivalent to 3% of the Contract Value/ Work order [i.e., C.V./ W.O.]. All charges whatsoever such as premium, commission etc. with respect to the performance security shall be borne by the agency.

The performance security shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the agency for the respective contract.

The performance security may be discharged/ returned by MyGov upon being satisfied that there has been due performance of the obligations of the selected bidder under the contract/ work order. However, no interest shall be payable by MyGov on the performance security.

In the event of the selected bidder being unable to service the contract/ work order for whatever reason, the MyGov would revoke the performance security. Notwithstanding and without prejudice to any rights whatsoever of MyGov under the contract/ work order in the matter, the proceeds of the performance security shall be payable to MyGov as compensation for any loss resulting from the selected bidder's failure to complete its obligations under the contract/ work order. MyGov shall notify the selected bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the selected bidder is in default.

MyGov shall also be entitled to make recoveries from the selected bidder's bills, performance security, or from any other amount due to him, the equivalent value of any payment made to

him due to inadvertence, error, collusion, misconstruction, or misstatement. Any such occurrence should be brought to the notice of MyGov.

### **11.18 Annulment of Award**

Failure of the successful bidder to comply with the requirements of the RFP shall constitute sufficient ground for the annulment of the award and Bid Security may be invoked. In event MyGov may make the award to the next bidder who has been ranked as H2 and so on, till the award of the contract/ work order.

### **11.19 Fraud and Corrupt Practices**

The bidder and their respective officers, employees, agents, and advisers shall always observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, MyGov shall reject a bid without being liable in any manner whatsoever to the bidder, if MyGov determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "prohibited practices") in the selection process. In such an event, MyGov shall, without prejudice to its any other rights or remedies, forfeit and appropriate the bid security / performance security as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, time, cost, and effort of MyGov, regarding the RFP, including consideration and evaluation of such bidder's bid.

Without prejudice to the rights of MyGov under the above sections other clauses and the rights and remedies which MyGov may have under the Letter of Intent (LoI) or the contract/ work order, if a bidder is found by MyGov to have directly or indirectly or through an agent, engaged or indulged in any prohibited practices during the selection process, or after the issue of the LoI or the execution of the contract/ work order, such bidders shall not be eligible to participate in any tender or RFP issued by MyGov for a minimum period of 3 (three) years from the date such bidder is found by MyGov to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MyGov who is or has been associated in any manner, directly or indirectly with the selection process before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MyGov, shall be deemed to constitute influencing the actions of a person connected with the selection process); or

engaging in any manner whatsoever, whether during the selection process or after the execution of the contract/ work order any person in respect of any matter relating to the project or the contract/ work order, who at any time has been or is a legal, financial, or technical consultant /

adviser of MyGov in relation to any matter concerning the project.

"Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the selection process.

"Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process.

"Undesirable practice" means establishing contact with any person connected with or employed or engaged by MyGov with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

### **11.20 Exit Management and Plan for Exit Management**

This clause sets out the provisions, which will apply during the Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the selected bidder. The exit management period ends on the date agreed upon by MyGov or three months after the beginning of the exit management period, whichever is earlier.

#### **Exit Management Plan**

The selected bidder shall submit "Exit Management Plan" to MyGov within 30 days of signing/issuing of the contract/ work order, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

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

Plans for the communication with such of the selected bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations because of undertaking the transfer.

Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.

Exit Management Plan shall be presented by the selected bidder to and approved by MyGov or its nominated agencies.

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

### **11.21 Termination of Contract**

MyGov may terminate this Work Order by giving a 30 (Thirty) days prior and written notice indicating its intention to terminate the contract under the following circumstances:

In case, the overall penalty for the selected bidder exceeds 10% of the contract value.

MyGov is of the opinion that there has been such an event of default on the part of the selected bidder which would make it proper and necessary to terminate this contract and may include failure on the part of the selected bidder to respect any of its commitments about any part of its obligations under this contract.

The selected bidder has failed to commence the provision of providing Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.

If staffing personnel and/or services as per the scope of work under the contract with MyGov is not found acceptable by MyGov.

The selected bidder has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.

The selected bidder has acted in any manner to the detrimental interest, reputation, dignity, name, or prestige of MyGov.

## 12 Annexures

### 12.1 Annexure 1: Eligibility Criteria compliance checklist

S. No.	Criteria	Proof Required	Compliance Y/N.	Proposal Page Ref No.
1	Cover letter of the bid with valid authorization details of the person(s) signing the bid document as on date of bid submission	Cover letter signed by an authorized signatory of the bidder as per Form 1 of Annexure 4 of this RFP.  Power of Attorney / Authorization Letter as per Form 2 of Annexure 4 of this RFP  OR  Certified copy of Board Resolution		
2	<p>a) Should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act.</p> <p>b) Registered with the Income Tax Authorities</p> <p>c) Registered with GST Network</p> <p>d) Should have been operating for the last 10</p>	<p>a) Certificate of Incorporation</p> <p>b) Copy of PAN Card</p> <p>c) Copy of GST registration certificate</p> <p>d) Letter from Company Secretary/ Authorized Signatory / Statutory Auditor for operating business since last 10 years</p>		



S. No.	Criteria	Proof Required	Compliance Y/N.	Proposal Page Ref No.
	years as on date of bid submission			
3	The bidder should have an average annual turnover of at least INR 15 Crores for the last 3 audited financial years. (FY 2019-20, 2020-21 & 2021-22)	A certificate duly certified by the Statutory Auditor / Chartered Auditor of the bidder mentioning the average annual audited turnover for the last 3 financial years. (FY, 2019-20, 2020-21 & 2021-22)		
4	a) The bidder should have its registered office in India b) Should have at least 25 resources with experience in web and social media analytics tools as on the date of submission of the bid	a) Office registration certificate/ Rent Agreement/ Lease Agreement etc. b) An undertaking from the HR head and Authorized Signatory of the firm, certifying the same as per Form 4 of Annexure 4 of this RFP		
5	<b>a) Experience in deployment, management, and maintenance of advance analytics solution:</b>  The bidder must have experience in at least one (1) similar project experience rendering services for implementing, managing, and maintaining advance analytics solutions for analyzing structured, semi structured and unstructured data sets using sophisticated tools and techniques for	Details of the assignments as per Form 5 of Annexure 4, along with the following documents:  Copy of work order/ Agreement/ Contract  And  Project completion certificate or one year of successful operation issued by the client.		

S. No.	Criteria	Proof Required	Compliance Y/N.	Proposal Page Ref No.
	<p>meaningful and actionable insights for any Central /State Govt / PSU in India in the last 5 years from the date of publish of this RFP. Project should include <b>any 3</b> of the following techniques used for analytics: predictive analytics, data mining, text analytics, context analytics, pattern &amp; trend identification, visualization, semantic analytics, sentiment analytics, network, and cluster analytics, etc. The minimum Work Order value should be of amount <b>INR 1 Crore.</b></p> <p><b>b) Experience in deployment, management, and maintenance of social media analytics:</b></p> <p>The Bidder should have the experience in deployment, management, and maintenance at least one (1) project of analyzing social media/ websites/ blogsites, etc. using the proposed solution for any Central /State Govt / PSU /Pvt. entities /Global brands in India in the last 5 years from the date of publish of this RFP. Project should cover <b>any 3</b> of the indicative techniques such</p>			

S. No.	Criteria	Proof Required	Compliance Y/N.	Proposal Page Ref No.
	as, semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization etc. The minimum Work Order value should be of amount <b>INR 50 Lakhs.</b>			
6	The proposed social media analytics tool should have been implemented in at least 1 clientele in India. The tool should have been implemented for at least 1 regional language (other than English) of India Self-Certificate from authorized signatory substantiating with documentary proof against the implementation of proposed tool as per requirement.	Self-Certificate from authorized signatory substantiating with documentary proof against the implementation of proposed social media analytics tool as per requirement.		
7	The bidder should not have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	Certificate duly signed by an authorized signatory of the bidder as per Form 6 of Annexure of this RFP		

S. No.	Criteria	Proof Required	Compliance Y/N.	Proposal Page Ref No.
8	Bidder should have:  (1) ISO 9001:2015  (2) ISO 27001:2013	Copy of the valid Certificate		
9	The bidder should submit the bid specific Letter of Authorization issued by respective Original Equipment Manufacturer (OEM)	Manufacturing Authorization Form (MAF) from OEM as per Sample Form 10 of Annexure 4 of this RFP		

**Note:** If the bidder is a Micro or Small Enterprise/Start-up as per latest definitions under MSME/ Department of Industrial Policy & Promotion (DIPP) rules, the bidder shall be exempted from the requirements of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents, as applicable to prove his eligibility for exemption must be submitted for evaluation.

## 12.2 Annexure 2: Technical Evaluation Criteria compliance checklist

### A) Organization – Financial Capability & Prior Experience

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score	Compliance Y/N.	Proposal Page Ref No.
<b>1</b>	<b>Organization - Financial Capability</b>					
	The bidder should have an average annual turnover of at least INR 15 Crore for the last 3 audited financial years. (FY 2019-20, 2020-21 & 2021-22)	If average annual turnover is: a) INR 15 crore: 2 marks b) For each additional average annual turnover of INR 2 Crore: 1 mark up	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for the last 3 financial years (FY 2019-20,			

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score	Compliance Y/N.	Proposal Page Ref No.
		to maximum 2 more marks	2020-21 & 2021-22)			
2	<b>Organization – Prior Experience</b>					
	<p><b>a) Experience in deployment, management, and maintenance of advance analytics solution:</b></p> <p>The bidder must have experience in at least one (1) similar project experience rendering services for implementing, managing, and maintaining advance analytics solutions for analyzing structured, semi structured and unstructured data sets using sophisticated tools and techniques for meaningful and actionable insights for any Central /State Govt / PSU in India in the last 5 years from the date of publish of this RFP. Project should include <b>any 3</b> of the following techniques used for analytics: predictive analytics, data mining, text analytics, context analytics, pattern &amp; trend identification, visualization, semantic analytics, sentiment analytics, network, and cluster analytics, etc. The minimum Work Order value</p>	<p>1 Project: 4 marks 2 Projects: 8 marks</p>	<p>Details of the assignments as per form 5 of Annexure 4, would be referred for details. The bidder also needs to provide following: a. Copy of the work order b. Certificate of project completion or one year of successful operation issued by the Client</p>			

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score	Compliance Y/N.	Proposal Page Ref No.
	should be of amount <b>INR 1 Crore.</b>					
	<p><b>b) Experience in deployment, management, and maintenance of social media analytics:</b></p> <p>The Bidder should have the experience in deployment, management, and maintenance at least one (1) project of analyzing social media/ websites/ blogsites, etc. using the proposed solution for any Central /State Govt / PSU /Pvt. entities /Global brands in India in the last 5 years from the date of publish of this RFP. Project should cover <b>any 3</b> of the indicative techniques such as, semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization etc. The minimum Work Order value should be of amount <b>INR 50 Lakhs.</b></p>	<p>1 Project: 4 marks 2 Projects: 8 marks</p>	<p>Details of the assignments as per form 5 of Annexure 4, would be referred for details. The bidder also needs to provide following: a. Copy of the work order b. Certificate of project completion or one year of successful operation issued by the Client</p>			
<b>Total Score</b>						

### B) Approach & Methodology

#	Criteria	Criteria Details	Max Score	Compliance Y/N.	Proposal Page Ref No.
1.	Understanding of Scope of Work	Demonstrate the level of understanding of the MyGov Analytics Requirement			

2.	Value addition and new proposed ideas	Whether the bidder has provided any value addition in the proposal other than the requirement specified in the RFP.			
3.	Demonstration of Reporting, Dashboarding, Data visualization, Analysis and Customization Strategy	Bidder will be evaluated on the Reporting & Customization Strategy and dashboard and data visualization techniques.			
4.	Strategy for multilingual support for analysis and Natural Language Processing	Bidder will be evaluated on the proposed approach.			
5.	Strategy for correlating the Other Media content with MyGov content – parameters for analysis, different reports, etc.	Demonstrate the ability of the solution to correlate social media/news/blog/ data/reports with MyGov Report.			
		<b>Total Score</b>			

### C) Key Proposed personnel

#	Manpower Category	Criteria Details	Total Marks	Compliance Y/N.	Proposal Page Ref No.
1.	Project Manager and Data Scientist	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M.Tech. / MCA/M. Statistics from a reputed institute</li> <li>Total Experience: At least 10 years</li> <li>Should have more than 5 years of experience of handling large analytics projects as a project manager and data scientist.</li> <li>Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>			
2.	Proposed Analytics Solution Expert	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M.Tech./ MCA/ M. Statistics/ B.Tech. / B.E. from a reputed institute</li> <li>Total Experience: At least 7 years</li> </ul>			

#	Manpower Category	Criteria Details	Total Marks	Compliance Y/N.	Proposal Page Ref No.
		<ul style="list-style-type: none"> <li>Should have more than 2 years of experience as solution expert on proposed analytics solution.</li> <li>Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>			
3.	Data Analyst 1	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of advanced analytics projects</li> <li>Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>			
4.	Data Analyst 2	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of advanced analytics projects</li> <li>Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>			
5.	Data Analyst 3	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ M. Statistics/ B. Tech / B.E. from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of advanced analytics projects</li> <li>Should have 2-3 years of experience of working on the tools as defined in this RFP</li> </ul>			



#	Manpower Category	Criteria Details	Total Marks	Compliance Y/N.	Proposal Page Ref No.
6.	Visualization & Reporting Expert	<ul style="list-style-type: none"> <li>Education: Full Time MBA/ M. Tech/ MCA/ B. Tech /B.E./M. Statistics from a reputed institute</li> <li>Total Experience: At least 5 years</li> <li>Should have more than 3 years of experience of in reporting, analytics, and BI projects.</li> <li>Should be proficient in the use of technologies and tools defined in this RFP.</li> </ul>			
		<b>Total Score</b>			

### **12.3 Annexure 3: BOM for Proposed Solution and Financial Proposal**

#### **i. Financial Bid Covering Letter**

(Letterhead)

<Location, Date>

To,

The Chief Executive Officer,  
MyGov, 3rd Floor, CGO Complex,  
Lodhi Road, New Delhi-110003

Subject: Implementing Agency for Analytical Solution for MyGov

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our financial proposal.

We understand that the payment would be made based on actual GST prevalent at the time of payment.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as mentioned in this RFP.

Our Financial Bid is inclusive of all the Manpower costs/Software/ Licenses/ ATS costs/ Language development costs as defined in the commercial format.

We understand you are not bound to accept any Bid that you receive.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

## ii. Financial Bid Format

S.No.	Item	Item Description	Quantity (a)	Unit of Measurement	Price per unit (inclusive of tax) (b)	Total Price (INR) (Inclusive Tax) (C)=(a) X (b)
<b>A. Manpower Cost (A)</b>						
1.	Project Manager and Data Scientist		36	Man-Month		
2.	Proposed Analytics Solution Expert		36	Man-Month		
3.	Data Analyst 1		36	Man-Month		
4.	Data Analyst 2		36	Man-Month		
5.	Data Analyst 3		36	Man-Month		
6.	Visualization & Reporting Expert		36	Man-Month		
	<b>Total Manpower Cost(A)</b>					<b>XXXXXX</b>
<b>B. License / Subscription Cost (B)</b>						
7.	<Software 1>		3	Annual License/ Subscription		
8.	<Software 2>		3	Annual License/ Subscription		
9.	Any Other (if required)		3	Annual License/ Subscription		
	<b>Total License / Subscription Cost (B)</b>					<b>XXXXXX</b>
<b>C. Annual Technical Support for Solution (C)</b>						
10.	<For Software 1>		3	Annual Technical Support		
11.	<For Software 2>		3	Annual Technical Support		
12.	Any Other (if required)		3	Annual Technical Support		
	<b>Total ATS Cost (C)</b>					<b>XXXXXX</b>
<b>D. Language Development Cost (D)</b>						
12.	Development of regional language		11	Languages		<b>XXXXXX</b>
<b>GRAND TOTAL (E=A+B+C+D)</b>			<b>XXXXXXX</b>			

Note: -

- Implementation Agency may propose for the licenses as required in line to the scope of work defined in the RFP
- Annual technical support cost for application will be paid every quarter for duration of contract.

- The ATS cost would be inclusive of cost for upgrades and/or updates and training costs for the same as they are implemented on the deployed integrated analytics solution.
- Payment of the Language development depends on the developed languages in the given financial year and on the language development requirement as raised by MyGov.
- Any existing tax/duty not mentioned here will not be entertained.
- All expenses related to travelling, lodging, boarding and other expenses must be borne by the Bidder.
- Taxes as applicable at the time of invoicing shall be considered.
- All the prices to be quoted by Bidder should be in INR.

## **12.4 Annexure 4: Bid Submission Formats**

### **12.4.1 Form 1: Cover Letter**

[On the letterhead of the organization]

The Chief Executive Officer,

MyGov,

3rd Floor, Electronics Niketan,

CGO Complex,

Lodhi Road, New Delhi-110003

Sub: "Implementation agency for Analytics Solution for MyGov"

Dear Sir,

Having examined the RFP, Annexures, addenda, and pre-bid clarifications, thereto, we, the undersigned, in conformity with the said RFP, offer to provide the said services on terms of reference to be signed upon the award of contract/ work order for the sum indicated as per our financial bid.

We acknowledge having received all the addenda / pre-bid clarifications to the RFP:

We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, suggestions if any, found in our bid shall not be given effect to.

We undertake, if our bid is accepted, to provide the services included in the RFP within the time frame specified, starting from the date of receipt of notification of award from MyGov.

We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute a contract or accept a work order in the form to be communicated by MyGov, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract/ work order to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this bid.

We agree that if any day during the entire project duration, our act breaches the RFP terms and conditions or we express our inability to execute the project, MyGov reserves all the rights to terminate the contract / work order and appropriate penalty will be borne on us.

We hereby confirm that we do not have any conflict of interest in accordance with the RFP.

It is certified that the information furnished herein and as per the bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false

information / documents.

We have read the provisions of the RFP, Annexure thereto and addenda. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our bid shall not be given effect to and shall not be binding on MyGov in case our bid is accepted.

We confirm that we will be responsible for the security of all the data captured or shared with our system.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in our eligibility criteria status till the date of award of contract, it is our responsibility to inform MyGov of the changed status at the earliest.

We further clearly understand that MyGov is not obliged to inform us of the reasons for rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Signature

(Bidder Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

## 12.4.2 Form 2: Power of Attorney

### POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for this project, in response to the < tender no > invited by the MyGov, including signing and submission of all documents and providing information / responses to MyGov in all matters in connection with our bid.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**12.4.3 Form 3: Certificate of Incorporation**

Bidder Name:	
Incorporated as _____ in year _____ at _____.	
Registration Number	

*Supporting Documents: Please enclose a copy of Certificate of Incorporation.*

**12.4.4 Form 4: Number of Resources with Analytical Skills**

<b><u>Certificate</u></b>
<p>We hereby certify that the M/s _____ (name of the bidder), having registered office at ----- (address of the registered office) have -----          ----- &lt;&lt;mention the number of resources (manpower)&gt;&gt; resources with analytical skills employed and are on the payroll of the company as on _____ &lt;&lt; mention the date &gt;&gt;.</p> <p>Yours Sincerely,</p> <p>(Signature of HR head of the Bidder)</p> <p>Name of the Signatory:</p> <p>Seal:</p>



**12.4.5 Form 5: Experience Details**

<p><b>Project Title:</b> <i>(Attach separate sheet for each project)</i></p>	
Name and type (Government / Private) of client:	Approximate value of services provided:
Address:	<p>Referrals (Client side):</p> <p>Name:</p> <p>Designation:</p> <p>Role in the project:</p> <p>Contact number:</p> <p>Email Id:</p>
<p>Start Date (month / year):</p> <p>End Date (month / year):</p>	Status of the assignment (successfully implemented, complemented, ongoing, under support / maintenance phase):
Number of resources provided by the bidder with Analytical skills:	Number of resources deployed by the bidder:
Operational time for the project:	
Narrative description of project: (in not more than 500 words)	
Description of actual services provided by your staff within the assignment: (in not more than 200 words)	
Relevance of assignment to current project: (in not more than 200 words)	

**12.4.6 Form 6: No Blacklisting Certificate**

[On the letterhead of the organization]

No Blacklisting Certificate

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), as on date of submission of the bid, doesn't have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons.

Signature:

Name of the Authorized Signatory:

Designation:

**12.4.7 Form 7: Format for Bid Security Declaration**

**(To be submitted on Non-Judicial Stamp paper of minimum Rs. 100)**

**Tender Ref. Number:**

To,

The Chief Executive Officer,

MyGov, 3<sup>rd</sup> Floor, CGO Complex,

Lodhi Road, New Delhi-110003

**Subject: Bid Security Declaration for Implementing Agency for Analytics Solution for MyGov**

We, \_\_\_\_\_ (Name of Bidder) understand that, according to Bid conditions, bids must be supported by a Bid Security Declaration. We, the Bidder, hereby declare that we will automatically be suspended from being eligible for bidding in any contract with the MyGov (herein referred as Employer) for the period of 3 years, starting from bid submission closing date, if we are in breach of any of the following obligation (s) under the bid conditions: -

If, after bid opening, we withdraw the proposal or increase the quoted prices and during the period of bid validity period or its extended period, if any

During the bid process, if we indulge in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

If, we do not accept the correction of arithmetical errors of the Bid prices.

In case of a successful Bidder, if we fail to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Tender.

In any other case specifically provided for in Tender.

Signature\_\_\_\_\_

Name of the Bidder\_\_\_\_\_

Name and designation of the person duly authorized to sign the Bid on behalf of the

Bidder\_\_\_\_\_

Date Signed\_\_\_\_\_ 2023

**12.4.8 Form 8: Format for CV**

i. The bidder should submit the CV of all the required resources for evaluation in the below format:

1.	<b>Name</b>			
2.	<b>Proposed position</b>			
3.	<b>Date of birth</b>			
4.	<b>Years with bidder's firm</b> (if applicable)			
5.	<b>Nationality</b>			
6.	<b>Education</b>			
	Degree (Specialization)	Institution	Year in which obtained	
7.	<b>Professional certifications</b>			
	Certification	Accreditation date	Valid up to date	
8.	<b>Languages details</b> (Languages should be graded as <u>basic, average, and advanced</u> depending on the reading, writing, speaking skill of the resource person)			
	Language known	Reading	Writing	Speaking
9.	<b>Area of expertise</b>			
	(It will be preferred if the resource person has expertise in areas relevant to the role defined for this project. It is expected that the same should be reflected in work experience details required in this format)			
10.	<b>Employment record</b> (starting with present position, list in reversed order every employment held for the last ten years and state the start and end dates of each			

	employment)							
	Employer	From	To	Position held and description of duties				
11.	<p><b>Work experience details</b></p> <p>(Work undertaken that best illustrates resource person’s capability to handle the work proposed in MyGov project and tasks performed. Preference should be given to those projects in which the ‘position held’ by the resource person is like ‘proposed position’ for the project.)</p> <p>Project name: (Please mention the details of <u>each</u> project separately)</p> <table border="1"> <tr> <td>Client name:</td> <td>Position held:</td> </tr> <tr> <td>Project duration:</td> <td>Number of team members:</td> </tr> </table> <p>Technology used in project:</p> <p>Brief description of the activities carried out by the resource person:</p>				Client name:	Position held:	Project duration:	Number of team members:
Client name:	Position held:							
Project duration:	Number of team members:							
12.	I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.							
	Name and signature (resource person)	Name and signature (authorized signatory of bidder)						
	Date of signing	Place of signing						

#### **12.4.9 Form 9: Format for Non-Disclosure Agreement**

*(To be submitted by successful bidder post issue of Work Order)*

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between MyGov ("Department") and \_\_\_\_\_ ("Company")

Whereas, Department and Company have entered into an Agreement \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION"). The confidentiality obligations shall survive the termination of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

Definitions. As used herein:

The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/ users/ persons/ customers data, products and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer lists, trade secrets, trade names or proposed trade names, methods and, licensed document know-how, ideas, concepts, and other intellectual property relating to the disclosing party's data, computer database, products and/ or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/ users/ persons/ customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

The term "Department" shall include the officers, employees, agents, consultants, contractors and representatives of the Department.

The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein

Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients

Not to make or retain copy of any citizen/ users/ persons/ customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so

Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and

Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in oral/ printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

Not to discuss with any member of the public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:

Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or

After it has become generally available to the public without breach of this Agreement by Company; or

Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or

Which Department agrees in writing is free of such restrictions.

Which is received from a third party not subject to the obligation of confidentiality with respect to such Information

Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, the Company shall indemnify the Department of the actual and liquidated damages which may be demanded by the Department. Moreover, the Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by the Company.

**Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/ or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/ or third party without prior written approval of the disclosing party.

**Intellectual Property Rights Protection** - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

**No Conflict** - The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

**Authority** - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

**Dispute Resolution** - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to MyGov, MyGov

The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.

The place of arbitration shall be the New Delhi

The arbitrator's award shall be substantiated in writing and binding on the parties.

The proceedings of arbitration shall be conducted in English language.

The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

**Governing Law** - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/ or Forums situated at New Delhi, India only.

**Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

**Amendments** - No amendment, modification and/ or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

**Binding Agreement** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Severability** - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under



applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

Survival - Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

WITNESSES:

iii.

iv.

**12.4.10 Form 10: Format for OEM Authorization cum Undertaking Letter from OEM**

*(The Bidder shall enclose certificates from OEM/s in the following sample format)*

Dated: \_\_\_\_\_

The Chief Executive Officer,  
MyGov,  
3rd Floor, Electronics Niketan,  
CGO Complex,  
Lodhi Road, New Delhi-110003

Tender Reference: \_\_\_\_\_

Dear Sir,

We, \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (name and description of software product/ goods for which the bidder has been authorized), do hereby authorize M/s \_\_\_\_\_ our authorized Business partner and service provider to submit a bid, and sign the contract with you for software product/ goods manufactured by us against your above mentioned tender.

We hereby confirm that the product offered are not declared end of life or are not planned to be declared end of life in this calendar year. We will provide the backend support including software upgrades and ensure availability of spares for a period of 05 (five) years. We will also be responsible for successful implementation of the offered products to ensure timely, efficient and optimized systems operations.

We assure you that in the event M/s \_\_\_\_\_ is not being able to fulfill its obligations as service provider of our products, we would continue to provide OEM warranty/ATS services through alternate available arrangements.

Yours faithfully

(OEM, Signature, Name, designation, Contact information)

Note: This letter of authority should be on the letterhead of the manufacture and should be signed by a person competent and having the power of attorney to legally bind the manufacturer / service provider.

.....End of Document.....