

# **Request for Proposal**

## **Selection of Implementation Partner for implementing Analytics Solution for MyGov**

**Volume 1  
Bidding Instructions and Scope**

**MyGov, Ministry of Electronics & Information Technology,  
Government of India**

**Ref: No. MyGov/01-02/2015 (Vol.II)  
Date: 02.03.2017**

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## *List of Abbreviations*

1. API – Application Program Interface
2. ATS – Annual Technical Support
3. CEO – Chief Executive Officer
4. COTS – Commercial-off-the-shelf
5. MeitY – Ministry of Electronics and Information Technology
6. HTML – Hypertext markup language
7. IP – Implementation partner
8. IPR – Intellectual property rights
9. JSON – JavaScript Object Notation
10. MIS – Management information system
11. NIC – National Informatics Centre
12. PMU – Project management unit
13. RFP – Request for Proposal
14. SLA – Service level agreement
15. SMS – Short messaging service
16. SQL – Structured query language
17. SRS – Software requirement specification
18. SSL – Secure sockets layer
19. TAT – Turn-around time
20. UI – User interface
21. URL – Uniform resource locator
22. VPN – Virtual private network
23. XML – Extensible markup language
24. XSS – Cross-site scripting

## *Invitation for Proposal*

Date:

MyGov, Media Lab Asia, Ministry of Electronics and Information Technology, Government of India (herein after referred to as MeitY), having its office at Electronics Niketan, Lodhi Road , New Delhi-110003, invites responses (“Proposal”/ “Bids”) to this Request for Proposal(“RFP”) from potential bidders to be appointed as Implementation Partner for implementing Analytics Solution for MyGov.

The Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The Bidders may download the RFP document from the website URL mentioned in the fact sheet. Any subsequent corrigenda / clarifications will be made available on the website URL mentioned in the fact sheet.

Proposal must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

A firm will be selected under Least Cost Method (L1) and procedures described in this RFP.

To obtain first-hand information on the assignment, bidders are encouraged to attend the pre-bid meeting. Attending the pre-bid meeting is optional.

**Gaurav Dwivedi**

CEO MyGov,

Room No. 3015,

Ministry of Electronics and Information Technology,

6, CGO Complex, Lodhi Road, New Delhi - 110003

## Fact Sheet

Item	Description
Method of Selection	The method of selection is: <b>Least Cost Method (L1)</b>
Availability of RFP Documents	RFP can be downloaded from <a href="http://meity.gov.in/content/mygov-tenders">http://meity.gov.in/content/mygov-tenders</a> .
Date of RFP issuance	2nd March 2017
Bid Security/ Earnest Money Deposit (EMD)	<p>INR 10,00,000 (INR Ten Lakh only) by Demand Draft in favour of “Media Lab Asia-MyGov” and payable at New Delhi from any of the nationalized/ scheduled commercial bank</p> <p>OR</p> <p>As per Bank Guarantee Format stipulated at Annexure 6</p>
Last date for Submission of Pre-Bid Queries	<p>All the queries should be received on or before the prescribed date and time, <b>through email only</b> with subject line as follows: “Pre-Bid queries -&lt;Bidder’s Name&gt;”.</p> <p>The queries should be submitted as per the format prescribed in Annexure 1</p> <p>The Pre-Bid queries to be sent to the Email Id: <a href="mailto:connect@mygov.nic.in">connect@mygov.nic.in</a></p> <p>Pre Bid Queries to be received by 10 AM on 3/03/2017</p>
Pre-Bid Conference Time, Date, and Venue	<p>Date and Time: 6<sup>th</sup> March at 3 PM</p> <p>Venue: Room No.4062, Electronics Niketan Ministry of Electronics and Information Technology (MeitY), 6, CGO Complex, Lodhi Road, New Delhi – 110003</p>
Posting of responses to queries by MyGov	Date: Tentatively by 7 <sup>th</sup> March 2017
Last date and time for Bid/Proposal submission (on or before)	Date and Time: 17 <sup>th</sup> March 2017 on or before 3:00 PM
Date and time for Opening of Bids	Date and Time: 17 <sup>th</sup> March 2017 at 4:00 PM
Date and time for Technical Presentations	To be intimated later ( Tentatively 20 <sup>th</sup> March 2017 )
Date and Time for Commercial Bid Opening	To be intimated later (Tentatively 24 <sup>th</sup> March 2017)

Language	Proposals should be submitted in English only. If any supporting documents submitted are in any language other than English, translation of the same in English is to be duly attested by the bidder. For purposes of interpretation of the proposal, the English translation shall govern.
Signing Authority	The authorization shall be in the form of a written special power of attorney accompanying the Bid demonstrating that the representative has been duly authorized to sign this bid.
Bid Validity	Proposals must remain valid up to 180 (One Hundred and Eighty only) days from the actual date of submission of the Bid.
Currency	Currency in which the Bidders have to quote the price and will receive payment in INR only.
Name and Address for Communication, seeking clarifications and submission of Proposal	Office of CEO, MyGov Room No. 3015, Ministry of Electronics and Information Technology (MeitY), 6, CGO Complex, Lodhi Road, New Delhi – 110003

# **Section 1:**

## **Introduction**



# 1 Introduction

## 1.1 Introduction to MyGov

MyGov is a first-of-its-kind citizen engagement platform for participatory governance in India, and among the first few globally, launched by Hon'ble Prime Minister Shri Narendra Modi on 26th July 2014. MyGov aims to facilitate a dialogue between citizens and Government, bringing citizens closer to the Government and bringing the Government closer to the citizens it serves, all via this platform.

The key aspects of MyGov are the 'Discuss', 'Do', 'Disseminate' which help facilitate dialogue, discussion and deliberation between Citizens and Government. The major activities taking place are as follows:

- 'Discuss' – To discuss and deliberate in various topical/cause-based groups such as Swachh Bharat, Digital India, Caring for Specially-abled etc.
- 'Do'- To do tasks (both online and on-ground) and collaborate (with multiple stakeholders such as citizens, volunteers, ministries) on key areas of development and governance.
- Creative Corner – To facilitate ministries to organize various contests for crowdsourcing creative ideas such as logo designs and taglines. To mention a few, the logos and taglines / slogans of "Swachh Bharat" and "Pradhan Mantri Jan Dhan Yojna" have been crowdsourced through MyGov.
- Open Forum – Issues that do not conform to any particular group are published on Open Forum for citizen feedback
- Opinion Polls – To gauge the pulse of the citizens through voting over recent issues of public importance, surveys organized by different departments to collect user information
- Mann Ki Baat Corner – A section to solicit topics from citizens for Prime Minister's monthly Mann Ki Baat address
- Talk – A section to hold physical discussions with ministers, senior government officials, top citizen contributors & volunteers, and various domain experts. These discussions are recorded and videos of such talks are hosted on the portal.
- Blogs – A section that provides update and experiences on MyGov. It also brings out the MyGov impact to the public domain.
- Podcasts- A series of audio inputs to catch up with the recent activities of MyGov with the all-new *MyGov podcast*
- MyGov in Media – A section which provides major highlights of the media coverage of MyGov

Apart from the major activities elaborated above MyGov also engages with citizens

through several of its microsites.

MyGov is already catering to more than 40 lakh users, adding about 20,000 users every week. It is being run by the Ministry of Electronics and Information Technology (MeitY). The technical support and infrastructure is 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 IP for this project. However, the requirement of hardware for hosting the solution and other associated requirements should be submitted with the proposal as per the format provided at section 7.3.7.) 45 Ministries are engaged actively on MyGov platform, reaching out to the citizens through the fundamental concepts of Do, Discuss and Dissemination. As further improvements are being made to the platform, more departments and organizations would be brought on board, leading to a greater uptake of the platform. Till now, Ministries and other Government bodies have leveraged MyGov and hosted 668 discussions, 593 tasks, 229 polls/surveys and 105 talks.

The activities mentioned above invite a huge volume of structured, semi structured and unstructured data which needs to be analysed 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 challenges of the current manual/ semi-automated system of analysing the generated data which need to be addressed are:-

- Easy accessibility and assessment of data for desired set of comments/submissions
- Human intervention/manual analysis of MyGov data; limited analysis which may be prone to human error or bias.
- Real time information dashboard to facilitate informed and timely decision
- Delay in analysis due to physical interactions with stakeholders
- Contextual analysis of the generated content is being done manually. This need to be strengthened by analysis such as sentiment, correlation of data on MyGov and other mediums, prescriptive analysis
- Intelligent analysis of Other Media feeds related to content on MyGov needs to be conducted

## ***1.2 MyGov: Key Stakeholders***

Key stakeholders of MyGov are listed<sup>1</sup> but not limited to, as follows:

### **Ministry of Electronics and Information Technology**

The Ministry of Electronics and Information Technology (MeitY), Government of India, is the nodal ministry to promote e-Governance for empowering citizens, promoting the inclusive and sustainable growth of electronics, IT & ITeS industries, enhancing India's role in e-Governance, adopting a multipronged approach that includes development of human resources, promoting R&D and innovation, enhancing efficiency through digital services and ensuring a secure cyber space. MyGov is one of the many initiatives by MeitY to achieve this mission.

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<sup>1</sup> This is an indicative list of key stakeholders. It is liable to evolve with time. The Implementation Partner would be required to deploy a solution available for use by all stakeholders based on checks/balances and roles as decided by MyGov.

## **Central Ministries/Government Bodies**

MyGov is a platform which is technology agnostic and we foresee that in near future the platform would be leveraged by other Government Institutions including but not limited to the PSUs/ State Government, etc. The Ministries/Government bodies leverage the platform to reach out to the masses and solicit suggestions/ feedback on various planning matters for better governance. The Analytics solution deployed and implemented by the selected bidder through this bid process, would be used by these Government bodies to conduct intelligent analysis, and generate reports and summaries of their groups/ discussions/ contests, etc. among other activities on MyGov.

## **Citizens**

All the traffic coming to MyGov and its microsites will form the user base of MyGov. This platform helps the citizen engage with the government and act closely in policy framework formulation and Government decision making. Citizens would be able to leverage the solution to access a public dashboard created by the Analytics solution

### ***1.3 Purpose of this RFP***

The primary goal of this RFP is to help MyGov, Ministry of Electronics and IT in selecting an Implementation Partner responsible for implementing an analytics solution and provide analysis, report generation and real time dashboarding capabilities.

The goals of this RFP document are further elaborated below:

- To seek technical and commercial proposal from Bidders for MyGov Analytics Solution
- Publish Technical and Operational requirements for compliance by Bidders
- To establish Master Services Agreement for Bidder's delivery of its commitment

MyGov shall be the final authority responsible for selection of an Implementation Partner through this RFP. MyGov reserves the right to reject any or all of 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.

#### **Address for communications for the purpose of this RFP:**

Office of CEO, MyGov  
Room No. 3015,  
Ministry of Electronics and Information Technology,  
6, CGO Complex, Lodhi Road, New Delhi – 110003

## 1.4 RFP Structure

The Request for Proposal (RFP) consists of two volumes viz.

- **RFP Volume 1: Bidding Instructions and Scope**

Volume 1 details the instructions with respect to the bid process, technical and commercial evaluation framework, detailed scope of work, project schedule and timelines, payment terms & conditions, service levels and the technical & commercial forms.

- **RFP Volume 2: Master Services Agreement**

Volume 2 contains the contractual, legal terms and conditions and service level agreements applicable for the proposed engagement.

## 1.5 Availability of the RFP Documents

The Bidders can download the RFP document from the URL/website mentioned in the Fact Sheet.

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

## 1.6 Definitions

S. No.	Term	Definition
1.	<b>Advanced Analytics</b>	means, a) Solution for analysing structured, semi structured and unstructured data sets using sophisticated tools and techniques for meaningful and actionable insights. a) Techniques include, but not limited to, predictive analytics, data mining, text analytics, context analytics, pattern & trend identification, visualization, semantic analytics, sentiment analytics, network and cluster analytics, etc.
2.	<b>Adverse Effect</b>	means material adverse effect on a) the ability of the IP to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement for this RFP and/or b) the legal validity, binding nature or enforceability of Agreement for this RFP;
3.	<b>Applicable Law(s)</b>	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction as may be in effect on the date of the execution of this agreement and during the subsistence thereof, applicable to the Project.

S. No.	Term	Definition
4.	<b>Application/ MyGov Analytics solution/ Analytics solution/Solution</b>	means the software application deployed, customized, tested, and made operational by the IP for the purposes of the Project, as part of scope of work set out in Volume 1 of this RFP.
5.	<b>Authorized Representative / Competent Authority</b>	shall mean any person authorized by either of the parties i.e. bidder and MyGov.
6.	<b>Bid / Proposal</b>	means offer by the Bidder to fulfil the requirement of the MyGov for an agreed price; it shall be a comprehensive commercial response submitted for this project against the RFP.
7.	<b>Bidding Documents</b>	refers to the collection of documents issued by MyGov to instruct and inform Bidders of the processes for bidding, selection of the winning bid, and Contract formation, as well as the Contractual conditions governing the relationship between MyGov and the Analytics Solution IP.
8.	<b>Confidential Information</b>	means the products, infrastructure, documents and services agreed to be delivered by the Implementation Partner in pursuance of the agreement as defined more elaborately in Volume 2 of this RFP. All information including MyGov data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement).
9.	<b>Contextual Analytics</b>	A contextual analysis combines features of formal analysis with features the systematic and organised study of social, policies, economic, philosophical, governance and aesthetic conditions that were (or can be assumed to have been) in place at the time and place when the text was created  “Situating” the text within the milieu of its times and assessing the roles of author, readers (intended and actual), and “commentators” (critics, both professional and otherwise) in the reception of the text.

<b>S. No.</b>	<b>Term</b>	<b>Definition</b>
<b>10.</b>	<b>Contract/Agreement/ Contract Agreement/ Master Service Agreement</b>	means the Agreement to be signed between the selected bidder /successful bidder and MyGov, including all attachments, annexures, schedules, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations including the Service Level Agreement and Non-Disclosure Agreement.
<b>11.</b>	<b>Contract Period</b>	the time period during which this Contract governs the relations and obligations of MyGov and Analytics Solution IP in relation to the Analytics Solution.
<b>12.</b>	<b>Contract Price</b>	means the sum indicated in the work order subject to such additions thereto or deductions there from as may be made under the Provisions hereinafter contained.
<b>13.</b>	<b>Control</b>	in relation to any business entity, the power of a person to secure  a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
<b>14.</b>	<b>Date of award of contract</b>	shall mean the date of issue of work order or the date of issue of acceptance of bid or date of contract whichever is earlier.
<b>15.</b>	<b>Effective Date</b>	the date on which the Agreement for this RFP comes into effect;
<b>16.</b>	<b>Employer/ Owner/Purchaser</b>	MyGov, having its Registered Office at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi, 110003 and includes Employer's representatives or successors or assigns. Employer's representatives includes "Project Manager".
<b>17.</b>	<b>Final acceptance</b>	the acceptance by MyGov after successful completion of the Support period. The IP has to obtain the Final Acceptance Certificate from MyGov.
<b>18.</b>	<b>GoI</b>	Government of India
<b>19.</b>	<b>Helpdesk Support</b>	Helpdesk Support shall mean the 16x7x365 basis support centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.

<b>S. No.</b>	<b>Term</b>	<b>Definition</b>
20.	<b>Installation</b>	Means, the System or a Subsystem installed or deployed along with the solution provided.
21.	<b>Integrated Solution</b>	software product and services required to satisfy MyGov's requirements.
22.	<b>Intellectual Property Rights</b>	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration).
23.	<b>IP</b>	Implementation Partner
24.	<b>Notice of award/ Letter of Award (LOA)</b>	means intimation from MyGov by a letter / fax / email to the IP/Selected Bidder that his bid has been accepted in accordance with the provisions contained in Proposal
25.	<b>Material Breach</b>	means a breach by either Party (MyGov or IP) of any of its obligations under the Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.
26.	<b>Month / Week</b>	Month shall mean calendar month and Week shall mean calendar week.
27.	<b>Notice in Writing/Written Notice</b>	a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by Email or registered post to the address given in the bid or last known business address or registered office of the Analytics Solution Bidder and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
28.	<b>Other Media Analytics</b>	means, analysis of social media, news sites, blogs or any other relevant sources where MyGov topics are discussed
29.	<b>Parties/Party</b>	"Parties" would collectively mean MyGov and IP for the purposes of this Agreement and "Party" shall be interpreted accordingly mean MyGov or Bidder individually.
30.	<b>Performance Guarantee</b>	guarantee provided by any commercial bank in favour of the Bidder.
31.	<b>Project</b>	Project Implementation and Operations and Maintenance in terms of the Agreement.
32.	<b>Request for Proposal(RFP) / Bid Document</b>	means Request for Proposal (Volume I and Volume II released dated 2 <sup>nd</sup> March 2017, along with its respective annexures, corresponding corrigenda/ addenda and any other documents provided or issued to prospective Bidders by MyGov during the course of the selection of

<b>S. No.</b>	<b>Term</b>	<b>Definition</b>
		Bidder for implementation of MyGov Analytics project, seeking a set of solution(s), services(s), materials and/or any combination of them.
<b>33.</b>	<b>Required Consents</b>	The consents, waivers, clearances and licenses to use MyGov's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the application and other items that MyGov or their nominated agencies are required to make available to bidder.
<b>34.</b>	<b>Requirement</b>	shall mean and include scopes, schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
<b>35.</b>	<b>Schedule/ Work Schedule</b>	shall mean the accepted schedules between the Analytics Solution IP and MyGov forming part of the contract.
<b>36.</b>	<b>Service Level</b>	the level of service and other performance criteria which will apply to the Services delivered by the IP.
<b>37.</b>	<b>Service Level Agreement (SLA)</b>	Performance and Maintenance SLA executed as part of the Master Service Agreement
<b>38.</b>	<b>Site</b>	the locations and places wherever business activities are conducted by MyGov.
<b>39.</b>	<b>IP/Selected Bidder/Successful Bidder/Selected Bidder</b>	means the successful party with whom MyGov signs this agreement for rendering of services for implementation of this project. This also includes sub-contractors, consultants and other agencies, if any, engaged by the IP/Selected Bidder for performing of obligations under this agreement.
<b>40.</b>	<b>Steering Committee</b>	shall mean the Steering Committee established for this project.
<b>41.</b>	<b>Successful Implementation</b>	means successful development, deployment, commissioning and Generation of first set of reports
<b>42.</b>	<b>System/ Subsystem</b>	means any application component, developed application or module of the Analytics Solution proposed to meet the technical requirements that may be supplied, installed, tested, and commissioned individually before implementation of the entire solution in MyGov environment.
<b>43.</b>	<b>Technical Requirements</b>	mean the requirements mentioned and referred in the Scope of Work given in Volume 1 of the RFP.
<b>44.</b>	<b>Term</b>	means the duration of this engagement as set out in this RFP.



<b>S. No.</b>	<b>Term</b>	<b>Definition</b>
<b>45.</b>	<b>Third Party Systems</b>	systems (or any part thereof) in which the Intellectual Property Rights are not owned by the MyGov or IP and to which IP has been granted a license to use and which are used in the provision of Services;
<b>46.</b>	<b>Training</b>	training here refers to the training of the stakeholders to be delivered by IP
<b>47.</b>	<b>Unauthorized Leave</b>	means, MyGov is not informed regarding leave of the deployed resources
<b>48.</b>	<b>Web Analytics</b>	means, measurement of impact of website on its users like total number of visitors, unique visitors, how did they come to the website, what are the top keywords searched on the website, bounce rate, time spent on the website or a particular page, etc. The web analytics here tracks and reports website traffic and the user behaviour.

# **Section 2:**

## **Instruction to Bidders**

## ***2 Instruction to Bidders***

### ***2.1 General***

- While every effort has been made to provide comprehensive and accurate background information requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the MyGov on the basis of this RFP
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MyGov. Any notification of preferred Bidder status by MyGov shall not give rise to any enforceable rights by the Bidder. MyGov may cancel this procurement process at any time prior to a formal written contract being executed by or on behalf of MyGov.
- Any change in technological requirement shall be binding on the Implementation Partner and no extra claim on this account shall be entertained.
- The oral agreement or inference from conversation with any officer or employee of the MyGov before, during or after the execution of the Agreement shall not in any way affect or modify the terms and obligations herein contained.

### ***2.2 Intent of Bid Specification***

The intent of this bid specification is to enter into single contract covering completely the scope of work and responsibilities specified in this RFP document.

MyGov in order to implement the project will be entering into single responsibility contract with the IP.

### ***2.3 Bidder to inform***

MyGov shall hold a pre-bid meeting with the prospective Bidders, as per the Fact sheet placed at the start of this RFP document at MeitY, Lodhi Road, New Delhi.

The Bidder shall be deemed to have carefully examined the RFP document. If any Bidder has any doubt as to the meaning of any portion of the document he/she shall, before the last date for submission of Pre-Bid queries and submit them to MyGov in order that such doubt may be removed.

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to MyGov as per details provided in Fact Sheet.

### ***2.4 Conflict of Interest***

- A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MyGov shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, the time, cost and effort of MyGov including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to MyGov hereunder or otherwise.

- MyGov requires that the Bidder provides solutions which at all times hold MyGov’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MyGov.
- Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - the Bidder or Associate (or any constituent thereof) and any other Bidder or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
    - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
    - a constituent of such Bidder is also a constituent of another Bidder; or
    - such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
    - such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
    - such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Bidder; or
    - There is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing application development and related solutions to MyGov for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.
  - A Bidder eventually appointed to develop the Analytics solution for this Project, its Associates, affiliates, shall be disqualified from subsequently providing goods or works or services related to

the operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to application solutions delivered to MyGov in continuation of this systems implementation or to any subsequent systems implementation executed for MyGov in accordance with the rules of MeitY.

## ***2.5 Compliant Proposals / Completeness of Response***

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents 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.
- Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP;
  - Comply with all requirements as set out within this RFP.

## ***2.6 Proposal/Proposal Preparation Costs***

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MyGov to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

MyGov will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

### ***2.7.1 Bidders Queries***

- a. Any clarification regarding the RFP document and any other item related to this project can be submitted to MyGov as per the submission mode and timelines mentioned in this document. It is necessary that the **pre-bid** queries should be submitted in **excel sheet format, along with name and details of the organisation submitting the queries**.
- b. MyGov shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by MyGov. Further MyGov will reserve the right to issue clarifications.
- c. Bidders must submit their queries as per the format template shared in section 7.1 Annexure 1.

### ***2.7.2 Pre-bid conference***

- a. MyGov shall hold a pre-bid conference/meeting with the prospective bidders on 6<sup>th</sup> March 2017, at MyGov, New Delhi 110003

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

- a. MyGov will organize a pre-bid meeting as per the fact sheet and will respond to the request for clarification. MyGov will formally respond to the pre-bid queries after the pre-bid meeting. No clarification will be entertained after the pre-bid meeting. Bidders are advised to clarify all their

assumption either in form of submitted query or during the pre-bid meeting. Conditional responses based on assumptions and not discussed as part of the pre-bid clarifications, may not be accepted by MyGov. MyGov reserves the right to summarily reject such bids submitted as part of this process.

- b. MyGov will endeavour 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.
- c. Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by MyGov exclusively through a Corrigendum. Any such Corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of MyGov.
- d. Any corrigendum / notification issued by MyGov, subsequent to issue of RFP, shall only be available / hosted on the website URL mentioned in the fact sheet.

## ***2.8 RFP Document Fee***

RFP can only be downloaded from the website URL mentioned in the fact sheet.

There is NO document fee attached with the RFP Document.

## ***2.9 Earnest Money Deposit (EMD)***

- a. Bidders shall submit, along with their Bids, Bid Security (EMD) as per the details mentioned in the fact sheet. Bid security in any other form will not be entertained.
- b. The bid security of all unsuccessful Bidders would be refunded without interest by MyGov after successful completion of technical evaluation. The bid security (EMD), for the amount mentioned in the fact sheet, of IP would be returned without interest upon submission of Performance Bank Guarantee by the IP. The cost related to and the extension thereof of for the Performance Bank Guarantee will be borne by the Bidder.
- c. In case bid is submitted without the bid security then MyGov reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
- d. The EMD may be forfeited:
  - i. If a Bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP. If the successful Bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
  - iii. In case MyGov decides to reject the bid as the Bidder is found to be involved in 'corrupt or fraudulent practice' as defined in Clause 2.24
  - iv. In case MyGov decides to reject the bid as the Bidder makes false or misleading claims in the bid as defined in Clause 2.24
  - v. In case of a successful Bidder, if the Bidder fails to accept the work order at the quoted rate.
  - vi. EMD submitted by the Bidder should be valid for 180 days from the date of submission of proposal

## ***2.10 Bid Validity Period***

Bid shall remain valid for the time mentioned in the Fact Sheet.

On completion of the validity period, unless the Bidder withdraws its bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

## ***2.11 Modification and Withdrawal of Bids***

### ***2.11.1 Modification Request by Bidder***

The Bidder will not be allowed to modify its Bid after its submission, in any case.

### ***2.11.2 Corrections and Erases***

No erases or over writings are permissible. All corrections and alterations in the entries of bid papers shall be signed by the Bidder with date and stamping.

### ***2.11.3 Withdrawal of Bid by Bidder***

No bid shall be withdrawn during the period between the Bid Opening Date and the expiration of the bid validity period including its extension if any as specified in Notice Inviting Proposal. Withdrawal of a bid may result in the forfeiture of the Bidder’s Bid Security (EMD).

## ***2.12 Contents of Bid***

- a. The Bidder shall submit the following envelopes.

<b>Envelop Number</b>	<b>Marked As</b>	<b>Content of Envelop</b>
<b>One</b>	Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> <li>a) Earnest Money Deposit (EMD)</li> <li>b) Signed RFP Document</li> <li>c) Signed RFP corrigendum/Corrigenda, if any</li> </ul>
<b>Two</b>	Response to Pre-Qualification criterion	<p>One Original Hard Copy, One Duplicate Hard Copy &amp; One Soft Copy (in CD) of the following:</p> <ul style="list-style-type: none"> <li>a) Bid covering Letter as per Section 7.2.1</li> <li>b) Response to Pre-Qualification criterion as per Section 6 along with the required supporting documents. Citations to be as per Section 7.2</li> <li>c) No Deviation Certificate as per Section 7.2.5</li> <li>d) Power of Attorney</li> <li>e) Non-blacklisting undertaking as per section 7.2.4</li> </ul>
<b>Three</b>	Technical bid/proposal	<p>One Original Hard Copy, One Duplicate Hard Copy &amp; One Soft Copy (in CD) of the following:</p> <ul style="list-style-type: none"> <li>a) Technical bid/proposal</li> <li>b) Masked Commercial bid (except price all other details should be provided including make/model, quantity etc.)</li> </ul>
<b>Four</b>	Commercial bid/proposal	One Original Hard Copy of the Commercial bid/proposal & One Soft Copy (in CD) with spreadsheet (MS Excel/ Open Office) of detailed calculations in read only format

- b. All sealed envelopes as mentioned above will be placed in a single sealed envelope super-scribing name of the project (“**Response to RFP for Selection of Implementation Partner for implementing Analytics Solution for MyGov**”) the Bidder's name and address, and the names, email ids, and mobile numbers of primary and secondary contact persons. This envelope has to be delivered to the address mentioned in the Fact Sheet.
- c. Each copy of the bid should also be marked as "Original" OR "Duplicate" as the case may be.
- d. Please note that prices should not be indicated in the Pre-Qualification Bid or Technical Bid but should only be included in the Commercial Bid.
- e. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
- f. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- g. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- h. In case of any discrepancy observed by MyGov in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- i. Bidder must ensure that the information furnished by it in CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by MyGov in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- j. Failure to submit bid on time would result in rejection of the proposal.
- k. MyGov will not accept delivery of bid by fax or e-mail.

## 2.13 Bid Formats

Bidders shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection.

### 2.13.1 Pre-qualification bid format

Section No.	Section Heading	Details
Section 1	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 1
Section 2	Pre-Qualification Criteria	Pre-Qualification criteria table as mentioned in Section 3.5 with response and reference against each criteria
Section 3	Legal Entity	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> <li>• Copy of Registration Certificates with the Service Tax &amp; VAT Authorities</li> </ul>
Section 4	Sales Turnover	Audited financial statements for the last three financial years and Certificate from the Statutory Auditor/Chartered Accountant.



		Chartered Accountant certificate should be counter signed by Company Secretary of the Bidder.
Section 5	Positive Net worth	Chartered Accountant Certificate for Net Worth
Section 6	Experience in deployment and maintenance of advance analytics solution	Detailed Project Citation as per format provided in section 7.3.3  Copy of work order + Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);
Section 7	Experience in Other Media analytics (Social Media, News, Blogs, etc.)	Detailed Project Citation as per format provided in section 7.3.3  Copy of work order + Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);
Section 8	Details pertaining to proposed tool/ solution	Self-Certificate from authorized signatory substantiating with documentary proof against the implementation of proposed tool as per requirement
Section 9	Self-certificate for non-blacklisting clause	As per format provided in Section 7.2.4
Section 10	Manpower Declaration	Certificate from HR confirming requisite number and skill-set of manpower with the Bidder
Section 11	No Deviation Certificate	As per format provided in Section 7.2.5

### 2.13.2 Technical bid format

Section No.	Section Heading	Details
<b>Section 1</b>	Technical Bid Covering Letter	As per format provided in Section 7.3.1
<b>Section 2</b>	Bidder's Experience	<ul style="list-style-type: none"> <li>• Bidder's General Information as per format provided in Section 7.3.2</li> <li>• Detailed Citation as per format provided in section 7.3.3</li> <li>• Experience in deployment, customization and maintenance of proposed advanced analytical solution</li> </ul>

		<ul style="list-style-type: none"> <li>• Experience of analyzing social media/ websites/ blogsites, etc. using the proposed solution</li> <li>• Experience of implementing large system integration projects</li> <li>• Copy of work order + Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</li> </ul>
<b>Section 3</b>	Approach & Methodology	Bidder needs to elaborate on: <ul style="list-style-type: none"> <li>- Understanding of Scope of Work</li> <li>- Value addition and new ideas</li> <li>- Reporting &amp; Customisation Approach</li> <li>- Strategy for multi-lingual support and Natural Language Processing</li> <li>- Strategy for correlating the Other Media content and MyGov content – parameters for analysis, different reports, etc</li> </ul>
<b>Section 4</b>	Proposed Solution for MyGov & Solution/Product Experience	<ul style="list-style-type: none"> <li>- Detailed features of the proposed solution</li> <li>- Mapping of features with the MyGov requirements</li> </ul>
<b>Section 5</b>	Key personnel proposed & Resource deployment plan	CVs as per format provided in Section 7.3.5

### 2.13.3 Commercial Bid Format

Section No.	Section Heading	Details
Section 1	Commercial Bid Covering Letter	As per format provided in Annexure 7.4.1
Section 2	Total Cost of Ownership (TCO)	Total Cost of Ownership (TCO) form as per format provided in Annexure 7.4.2

### 2.14 Authentication of Bids

A representative of the Bidder duly authorized by written Power of Attorney / Board resolution shall initial all pages of the Bid.

Bid should be accompanied by an authorization in the name of the signatory of the Bid. The authorization shall be in the form of a written special power of attorney accompanying the Bid demonstrating that the representative has been duly authorized to sign this bid.

### 2.15 Amendment of Request for Proposal

At any time prior to the deadline (or as extended by MyGov) before submission of bids MyGov for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidder, may modify the RFP document by issuing amendment(s). All Bidders will be notified of such amendment(s) by publishing on

the websites, and these will be binding on all the Bidders. MyGov, at its discretion, may extend the deadline for the submission of proposals.

## ***2.16 Bid Price***

Commercial Bid shall be as per the format provided in Annexure 7.4.2. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between MyGov and the Bidder.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.

### ***2.16.1 Price Basis, Taxes and Duties***

Complete details of Commercial Bid are to be provided in specified format attached in the RFP. All prices are to exclude central and local taxes and duties which shall be indicated separately. All items and services are to be quoted in Indian Rupees. No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The prices once offered must remain firm and shall not be subject to escalation due to fluctuation in foreign currency or for any other reason; however taxes, duties, levies, etc. prevailing during the contract period as per payment milestones shall be paid. All the Bidders are requested to familiarise themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.

The Bidder has to consider all taxes, duties, levies, cess etc., applicable for executing this Contract and accordingly, shall indicate the excise duties, customs duties and all other taxes, levies, cess, etc. considered on supplies and services either imported or locally sourced included in his offer. Non-inclusion or omission either declared or not declared on the part of the Bidder shall be construed as inclusive of such duties or taxes in his quoted price as may be applicable as of 7 (seven) days prior to the Date of opening of Commercial bids.

### ***2.16.2 Rates to be In Figures and Words***

The Bidder shall quote both in figures and in words for the rates and amount quoted by him in price format forming part of the Bid document, in such a way that interpolation is not possible. The amount of each item shall be worked out and entered and requisite total given for all items. The quoted amount for the work shall be entered in the Bid and duly signed by the Bidder. If any ambiguities are observed in the rates and amount given in words and figures the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- b) When there is a difference between the sum of unit rate and the total quoted. The lower of the two would be considered as correct.
- c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

- d) If there is a discrepancy between words and figures, the amount in words shall prevail.
- e) If there is such discrepancy in an offer, the same shall be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of MyGov, the bid is liable to be ignored.

### ***2.17 Deviations and Exclusions***

Bids shall be submitted strictly in accordance with the requirements and terms and conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 2 Section 7.2.5. The bids with deviation(s) are liable for rejection.

### ***2.18 Late Bids***

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

MyGov shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

MyGov reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### ***2.19 Right to Terminate the Process***

MyGov may terminate the RFP process at any time and without assigning any reason. MyGov makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by MyGov. The Bidders' participation in this process may result in MyGov selecting a Bidder to engage towards execution of the contract.

### ***2.20 Non-Conforming Proposals***

A proposal may be construed as a non-conforming proposal and ineligible for consideration

- If it does not comply with the requirements of this RFP.
- If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the solution, any such Bidders may also be disqualified.

### ***2.21 Acceptance / Rejection of Bids***

MyGov reserves the right to reject in full or part, any or all bids without assigning any reason thereof. MyGov reserves the right to assess the Bidder's capabilities and capacity. The decision of MyGov shall be final and binding.

Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.

Both delayed as well as late bids are liable for rejection. Hence, offers reaching within the due date and time in the bid box only will be accepted.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, MyGov reserves the right to reject the Bid

## *2.22 Confidentiality*

All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the IP and sub-contractors who would be deployed on the project would have to furnish a Non-Disclosure Agreement (NDA) as per RFP Volume 2

## *2.23 Disqualification*

The proposal is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- During validity of the proposal, or its extended period, if any, the Bidder increases its quoted prices.
- The Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- Proposal is received in incomplete form.
- Proposal is received after due date and time.
- Proposal is not accompanied by all the requisite documents.
- Information submitted in bid proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional proposals/Bidders are withdrawn upon notice immediately.

## *2.24 Fraud and Corrupt Practices*

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, MyGov shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it 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 EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MyGov for, inter alia, time, cost and effort of MyGov, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- Without prejudice to the rights of MyGov under Clause above and the rights and remedies which MyGov may have under the Agreement, if a Bidder is found by MyGov to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of

contract or the execution of the Agreement, such Bidder shall not be eligible to participate in any bid process or RFP issued by MyGov during a period of 3 years from the date such Bidder is found by MyGov to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, 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 (i) 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 or the LoA or has dealt with matters concerning the Agreement or arising there from, 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 (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, 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, in order to influence the Selection Process;
  - “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - “undesirable practice” means (i) 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 (ii) 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.



# **Section 3:**

## **Selection Process for Bidder**

## **3 Selection Process for Bidder**

### **3.1 Opening of Bids**

The Proposal will be opened by MyGov in the presence of representatives of those Bidders who choose to attend the bid opening as per the details mentioned in Fact Sheet.

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the Bidder firms to identify their bonafide for attending the opening of the proposal.

Bids received before the deadline of the submission of the bid will be opened on the date and time of opening as indicated in Invitation for Bid. Bidders wishing to be present at the time of such opening may send their duly authorized representative. Maximum of 2 persons per Bidder shall attend. Their signatures shall be obtained in a register evidencing their presence at the time of opening and certifying that all bids submitted were opened.

There will be three bid-opening events:

1. Opening of Envelope 1 (Bid Security/EMD) and Envelope 2 (Pre-Qualification bid)
2. Opening of Envelope 3 (Technical bid)
3. Opening of Envelope 4 (Commercial bid)

The venue, date and time for opening the bid is prescribed in Fact Sheet. The date and time for opening of Technical and Commercial bid would be communicated to the qualified Bidders.

The Technical bids of only those Bidders who clear the pre-qualification stage will be opened.

The Commercial bids of only those Bidders who score equal to or more than qualifying marks in Technical bid will be opened.

### **3.2 Preliminary Examination of Bids**

MyGov will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities (EMD amount) have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The MyGov will ensure that each bid is from an eligible Bidder.

Initial Bid scrutiny will be held and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective, conditional offers, and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period



Prior to the detailed evaluation, MyGov will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:

1. One that limits in any substantial way the scope, schedule, quality, or performance of the desired Analytics Solution; or
2. One that limits, in any substantial way that is inconsistent with the Bidding Documents, MyGov rights or the IP's obligations under the Contract; and
3. Acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by MyGov and may not subsequently be made responsive by the Bidder by correction of the nonconformity. MyGov's determination of bid responsiveness will be based only on the contents of the bid submitted.

### ***3.3 Clarifications on bids***

During the bid evaluation MyGov may at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

### ***3.4 Evaluation Process***

MyGov will constitute a Bid Evaluation Committee to evaluate the responses of the Bidders. The Evaluation Committee constituted by MyGov 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.

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee may ask for meetings with the Bidders to seek clarifications or confirmations on their proposal if need arise.

The Evaluation Committee reserves the right to reject any or all proposals. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

#### ***3.4.1 Stage 1: Pre-qualification***

1. MyGov shall open Envelope 1 marked "Bid Security/Earnest Money Deposit (EMD)".
2. If the contents of the Envelope 1 are as per requirements, MyGov shall open the Envelope 2 marked "Pre-Qualification Bid". Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY. In case the Bidder does not meet any one of the conditions, the Bidder will be disqualified.
3. Bidders would be informed of their qualification/disqualification based on the pre-qualification criteria through email and phone. The bid security amount and the Unopened Technical and

Commercial Bids will be returned to the respective disqualified Bidders after the submission of Bank Guarantee by the successful Bidder.

### **3.4.2 Stage 2: Technical evaluation**

- a) Envelope 3 marked as “Technical bid” will be opened only for the Bidders who succeed in Stage 1.
- b) MyGov will review the technical bids of the short-listed Bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MyGov’s discretion.
- c) The Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.
- d) The proposals submitted by the Bidders will be evaluated against the Technical Evaluation Criteria mentioned in section 3.6. Bidders are required to score a minimum technical score of **65 percent** against each evaluation criterion. Overall Bidders are required to score at least **75 percent** to qualify for commercial evaluation stage (Stage 3). Failing to secure minimum marks against each criterion or against qualifying total technical marks (75% of 200 in this case), shall lead to disqualification of the bid. Demo system needs to be hosted in Bidder environment and demo to be provided live to the committee members without any cost to MyGov. Bidders need to bring their infrastructure for the demonstration. Further Bidders shall make presentation on their detailed Approach and Methodology for the proposed engagement

### **3.4.3 Stage 3: Commercial Evaluation**

1. All the technically qualified Bidders will be notified to participate in commercial bid opening process.
2. The commercial bids for the technically qualified Bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MyGov’s discretion.
4. Commercial bids that are not as per the format in Section 7.2 shall be liable for rejection.
5. Commercial Bids that are n <50>% of the average bid price will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified Bidders and dividing the same by the number of Bidders).
6. Bidder with the Least Commercial quotation (L1) will be called for award of work.

### 3.5 Stage 1- Pre-qualification criteria

The Bidder's pre-qualification bid will be evaluated as per the following criteria:

#	Parameter	Pre-qualification criteria description	Evidence Required
1.	Legal Entity	<p>The Bidding organization should be:</p> <ul style="list-style-type: none"> <li>• A company incorporated in India under the Companies Act, 1956 /LLP registered under LLP Act 2008 and subsequent amendments thereto.</li> <li>• Registered with the Service Tax and VAT Authorities in India</li> <li>• Should have been operating for the last five years in India as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions).</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> <li>• Copy of Registration Certificates with the Service Tax &amp; VAT Authorities</li> <li>• Copy of purchase orders showing at least 5 years of operations or Company's Auditor's report for each year with financial statements</li> </ul>
2.	Sales Turnover	<p>The Bidder should have an annual turnover of at least INR 15 Crore each year in last 3 financial years (FY 2013-14, 2014-15 and 2015-16) from IT system integration services and analytic services (Note: Turnover, from sales of OEM software licenses or hardware, not sold as part of any system integration projects, to be excluded while calculating this turnover) For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity of Bidder will not be considered.</p>	<p>Audited financial statements for the last three financial years and Certificate from the Statutory Auditor/Chartered Accountant.</p> <p>Chartered Accountant certificate should be counter signed by Company Secretary of the Bidder.</p>
3.	EMD	<p>Bids must be accompanied with the Bid Security / Earnest Money Deposit (EMD) as mentioned above in the form of crossed Demand Draft / Pay Order or Bank Guarantee.</p> <p>In case Bidder is Micro or Small Enterprise registered with District Industries Centers or National Small Industries Corporation or any other body specified by Ministry of Micro, Small and Medium Enterprises, shall be exempted from submitting EMD subject to submission of valid certificate of MSME. Indian Central Public Sector Undertakings</p>	<p>Bid Security / Earnest Money Deposit (EMD) /Valid MSME Certificate</p>

		<p>/ Enterprises shall also be exempted from submitting EMD subject to submission of required declaration in this regard. If the MSME/ Indian Central Public Sector Undertakings / Enterprises Bidder does not provide the appropriate documentary proof or any evidence to substantiate the above, then the bid shall be summarily rejected</p>	
4.	Net Worth	<p>Bidder should have a positive net worth in each of the last 3 Financial Years (FY 2013-14, 2014-15 and 2015-16)</p>	<p>Chartered Accountant Certificate for Net Worth</p>
5.	Experience in deployment and maintenance of advance analytics solution	<p>The Bidder should have the experience of deployment, customization and maintenance (in last 5 years) of an advanced analytical solution covering semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization to various forms including word cloud. The solution should have analyzed comments from multiple sources to provide aforementioned analytics required for client in the last 5 years. Project should be in operations phase.</p> <p>{At least two (2) such projects each of value more than INR 50 lakh OR At least one (1) such project of value more than INR 1 Cr}</p>	<p>Copy of work order + Completion Certificates from the client with reference of the client; OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</p>
6.	Experience in social media analytics	<p>The Bidder should have the experience of analyzing social media/ websites/ blogsites, etc. using the proposed solution covering semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization to various forms including word cloud for global clients in last 5 years. Project should be in operations phase.</p> <p>At least Two (2) such projects of value more than INR 25 Lakh or At least One (1) such project of value more than INR 50 Lakh</p>	<p>Copy of work order + Completion Certificates from the client with reference of the client; OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</p>

7.	Proposed Tools	The proposed tool should have been implemented in at least 3 clienteles in India.  The tool should have been implemented for at least 1 regional language of India	Self-Certificate from authorized signatory substantiating with documentary proof against the implementation of proposed tool as per requirement
8.	Blacklisting	Bidder should not have been blacklisted by Govt. of India/State Government/Central PSU at the time of bid submission date.	Bidder should not have been blacklisted by Govt. of India/State Government/Central PSU at the time of bid submission date as per Annexure 7.2.6
9.	Manpower	The Bidder should have at least 50 resources with analytics skills on their regular rolls.	Certificate from HR head of the bidding organization
10	No Deviation Certificate	Bidder should submit a No Deviation Certificate against the terms and conditions mentioned in the RFP	Self-Certificate from authorized signatory as per Annexure 7.2.5

All the citations that have to be provided for pre-qualification criteria shall be as per the format provided in Annexure 3 section 7.3.3

### 3.6 Stage 2 - Technical Evaluation criteria

The technical solution proposed by Bidders in the technical evaluation bid document will be evaluated in this stage. Bidders will also be required to make a technical presentation before Techno-Commercial Bid Evaluation Committee. Evaluation parameters and criteria will be as per defined in the table below:

#	Criteria	Criteria Details	Minimum Qualifying Marks
1.	Bidder's Experience	<ul style="list-style-type: none"> <li>- Experience in deployment and maintenance of advance analytics solution</li> <li>- experience in Other Media analytics using proposed solution</li> <li>- Experience in system integration projects</li> </ul>	>= (65%) of 40
2.	Approach & Methodology	<ul style="list-style-type: none"> <li>- Understanding of Scope of Work</li> <li>- Value addition and new ideas</li> <li>- Reporting &amp; Customization Strategy</li> <li>- Strategy for multi-lingual support and Natural Language Processing</li> <li>- Strategy for correlating the Other Media content and MyGov content parameters for analysis, different reports, etc.</li> </ul>	>= (65%) of 25

3.	Key personnel proposed	As per section 3.6.3	>= (65%) of 35
4.	Presentation	<ul style="list-style-type: none"> <li>• Adherence to Use cases as mentioned below.</li> <li>• Detailed features of the proposed solution</li> <li>• Mapping features with the solution requirements</li> <li>• SLA management</li> <li>• Completeness of solution</li> <li>• Detailed A&amp;M</li> </ul>	>=(65%) of 100
<b>Qualifying Total</b>			>=(75% ) of 200

The following sections explain how the Bidders will be evaluated on each of the parameters in the technical stage.

### 3.6.1 Bidder's experience

#	Citation	Citation Detail	Documentary Evidence	Mark Allotted
1.	Bidder should have experience in deployment and maintenance of advance analytics solution	<p>The Bidder should have the experience of deployment, customization and maintenance (atleast 5 years) of proposed advanced analytical solution covering semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization to various forms including word cloud. The solution should have analysed comments from multiple sources to provide aforementioned analytics required for clients in the last 5 years Project should be in operations phase.</p> <p>Project of value more than INR 50 Lakh Each</p> <p>For 4 or more Projects – 20 Marks</p> <p>For &gt;=3 and &lt;5 Projects – 10 for 3 projects /15 for 4 projects</p>	<p>Copy of work order + Completion Certificates from the client with client references</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</p>	20

		For 2 Projects - 8 Marks  <2 Projects – 0 Marks		
2.	Bidder should have experience in Other Media analytics using proposed solution	<p>Bidder should have the experience of analyzing social media/ websites/ blogsites, etc. using the proposed solution covering semantic analysis, textual, contextual, sentiment against a configurable rule and keyword set/ hashtag and content summarization to various forms including word cloud for global clients in last 5 years. Project should be in operations phase.</p> <p>Project of value more than INR 25 Lakh each</p> <p>For 5 or more Projects – 15 Marks</p> <p>For &gt;=3 and &lt;5 Projects – 8 for 3 projects /10 for 4 projects</p> <p>For 2 Projects - 5 Marks</p> <p>&lt;2 Projects – 0 Marks</p>	<p>Copy of work order + Completion Certificates from the client with client references;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</p>	15
3.	Experience in system integration projects	<p>Bidder should have the experience of implementing large system integration projects in last 5 years and should have completed the same.</p> <p>The value of the projects should be more than Rs. 1 Crore.</p> <p>For 5 or more Projects – 5 Marks</p> <p>For &gt;=3 and &lt;5 Projects – 3 for 3 projects /4 for 4 projects</p> <p>For 2 Projects - 2 Marks</p>	<p>Copy of work order + Completion Certificates from the client with client references;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity);</p>	5

		<2 Projects – 0 Marks	
<b>Total</b>			40

### 3.6.2 Approach & Methodology

#	Criteria	Criteria Details	Mark Allotted
1.	Understanding of Scope of Work	Demonstrate the level of understanding of the MyGov Analytics Requirement	5
2.	Value addition and new ideas	Whether the Bidder has provided any value addition in the proposal other than the requirement specified.	7
3.	Reporting & Customization Strategy	Bidder will be evaluated on the Reporting & Customization Strategy	8
4.	Strategy for multi-lingual support and Natural Language Processing	Development of Multilingual capability for the proposed solution is an integral requirement. Bidder will be evaluated on the approach shared.	2
5.	Strategy for correlating the Other Media content and MyGov content – parameters for analysis, different reports, etc.	Demonstrate the ability of the solution to correlate social media/news/blog etc. data or report with MyGov Report.	3
<b>Total</b>			25

### 3.6.3 Key Proposed personnel

#	Manpower Category	Criteria Details	Mark Allotted
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> </ul>	10
2.	Proposed Analytics Solution Expert	<ul style="list-style-type: none"> <li>▪ Education: Full Time 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> </ul>	9



3.	Data Analyst 1	<ul style="list-style-type: none"> <li>▪ Education: Full Time 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> </ul>	3
4.	Data Analyst 2	<ul style="list-style-type: none"> <li>▪ Education: Full Time 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> </ul>	3
5.	Data Analyst 3	<ul style="list-style-type: none"> <li>▪ Education: Full Time 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> </ul>	3
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>	7
<b>Total</b>			35

### 3.6.4 Technical Presentation

MyGov would evaluate the proposed solution of the all the Bidders who have been qualified for Technical Evaluation Stage. The Bidders have to present their solution based on the use cases mentioned below. The data shall be provided by MyGov to the shortlisted Bidders.

- a. Technical Presentation for purpose of this RFP is defined as demonstration of capabilities for Analytics to prove the idea and feasibility as envisioned by MyGov.
- b. Failure to showcase any of the use cases would result in the Bidder scoring zero in the technical presentation/proposal.
- c. Each shortlisted Bidder, shortlisted based on the pre-qualification criteria, shall be eligible to demonstrate the technical presentation. The Bidder is expected to bear the cost of demonstrating the use cases and would also be responsible for making the demonstration.

#	Use Case title	Use Case details	Criteria for Scoring
1	Data Management	Ability of the solution to extract data from hybrid database system i.e both NoSQL & Relational Database	<ul style="list-style-type: none"> <li>• Response time of system</li> <li>• Ease of use</li> <li>• Number of steps involved</li> <li>• Presentation of output</li> </ul>

2	Correlation of data/report from twitter, Facebook or other Social Media Sources	Ability of solution to Correlate data/report from twitter for a defined period, based on configurable keywords. Keywords, period, and boundaries of search shall be decided by the MeitY team present for the Technical Presentation	<ul style="list-style-type: none"> <li>• Response time</li> <li>• Comprehensiveness of configuration options</li> <li>• Presentation of output</li> </ul>
3	Correlation of data/report and correlation from internet news portals, generic blogs, and government websites	Ability of solution to correlate data/report from websites of popular Indian news agencies, after putting keywords in real-time	<ul style="list-style-type: none"> <li>• Response time</li> <li>• Comprehensiveness of configuration options</li> <li>• Presentation of output</li> <li>• Correlation features</li> </ul>
4	Extraction, analysis and reporting of data from MyGov Google Analytics service	Ability of the solution to extract, analyse and report metric of MyGov available on Google Analytics & Correlate the same with MyGov Data.	<ul style="list-style-type: none"> <li>• Extraction methodology</li> <li>• Quality of insights/correlation</li> <li>• Presentation of output</li> </ul>
5	Tag Clouds-A	Formation of discussion-wise tag clouds of maximum occurring words and clusters, after filtering of words from a pre-defined and manually keyed in negative word library consisting of supporting words like and, the, if, of, etc.	<ul style="list-style-type: none"> <li>• Quality of pre-defined library</li> <li>• Quality of clustering</li> <li>• Presentation of output</li> </ul>
6	Tag Clouds-B	Formation of level-2 tag cloud, after selection of specific tags from the level-1 tag cloud. The requirement is to analyse only those comments and prepare the level-2 tag cloud, which contain the selected level-1 tag	<ul style="list-style-type: none"> <li>• Quality of pre-defined library</li> <li>• Quality of clustering</li> <li>• Presentation of output</li> </ul>
7	Quantitative analysis	Display Quantitative analysis of the data shared. Like Number of comments, number of discussion etc.	<ul style="list-style-type: none"> <li>• Presentation of output</li> </ul>

8	Sentiment analysis	Demonstration of ability to undertake sentiment analysis based on rules and keywords, by pre-loading 1-week’s Twitter feed from a sample of Indian users (rules and keywords to be defined by MyGov)	<ul style="list-style-type: none"> <li>• Methodology adopted</li> <li>• Quality of analysis</li> <li>• Presentation of output</li> </ul>
9	Language support	Demonstration of multi-language support. At least English, Hindi, Marathi should be highlighted in this scenario.	<ul style="list-style-type: none"> <li>• Number of supported languages</li> <li>• Quality of language support output</li> </ul>
10	Value Add	Demonstration of value added features Bidder wishes to showcase in line with the requirements mentioned in this document.	<ul style="list-style-type: none"> <li>• Alignment of value added features with MyGov requirements</li> </ul>

**Note:** The presentation has to be delivered by the Bidder’s nominated Program Manager. Bidder needs to commit 100 percent time availability of key personnel proposed from the day 1 of the project in compliance to the SLAs.

# **Section 4**

## **Award of Contract**

## ***4 Award of Contract***

### ***4.1 Notification of Award***

- a. Prior to the expiration of the validity period, MyGov will notify the selected Bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted.
- b. The notification of award will constitute the formation of the contract. Upon the selected Bidder's furnishing of performance bank guarantee, MyGov will promptly notify each unselected Bidder and return their EMD/ Bid Security.

### ***4.2 Signing of Contract***

- a. After the notification of award, MyGov will issue Purchase Order (PO) The selected Bidder shall sign and return back to MyGov duplicate copy of the Purchase Order as an acceptance of the PO within 7 working days from the date of issuance of PO along with a Performance Bank Guarantee.
- b. On receipt of the Performance Bank Guarantee MyGov shall enter into a contract. The Master Service Agreement is provided in volume 2. MyGov shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the selected Bidder and follow appropriate government guidelines for future course of action.

### ***4.3 Performance Bank Guarantee (PBG)***

The Implementation partner (IP) shall at his own expense deposit with MyGov, within seven (7) working days from the date of issuance of PO, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Nationalised bank to MyGov, in the format prescribed in Annexure 5, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by MyGov in the event the Bidder:

- i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of MyGov
- ii. Misrepresentations of facts/information submitted to MyGov

The performance bank guarantee shall be valid for 90 days post satisfactory completion of the overall engagement. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

The performance bank guarantee may be discharged/returned by MyGov upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, MyGov shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MyGov under the contract in the matter, the proceeds of the PBG shall be payable to MyGov as compensation for any loss resulting from the Bidder's failure to perform/comply its obligations under the contract. MyGov shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days from the date of such notice, indicating the contractual obligation(s) for which the Bidder is in default. MyGov may, in its sole

discretion, allow the Bidder to cure the breach within such 30 days' notice period and if the breach is cured to the satisfaction of MyGov within such period, the PBG will not be invoked. The cure period will not impact SLAs and Liquidated damages.

MyGov shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in the RFP, the performance bank guarantee shall be accordingly extended by the Bidder.

#### ***4.4 Failure to agree with the Terms and Conditions of the RFP***

Failure of the IP to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award,

In such a case, MyGov shall, without prejudice to the right to seek other remedies, invoke the PBG and/or forfeit the EMD of IP, as the case may.

# **Section 5**

## **Scope of Work**

## **5 Scope of Work**

### **5.1 Overview of the Scope of the Work**

The scope of the project includes analysis, report generation and real time dashboarding of MyGov content through deployment of an on premise solution coupled with analysis of relevant Other Media content. Other Media shall cover social media platforms, (Facebook, Twitter, YouTube, LinkedIn, etc.), news websites, online Blogs, etc. The IP will have to propose SaaS solution for Other Media Analytics. IP will have to deploy a dedicated team for analysis, report generation and real time dash boarding of MyGov content & relevant Other Media content and other scope activities. Detailed scope of work is mentioned in subsequent paras of this section.

It is expected that IP will do an assessment of number of resources required to undertake the scope of services under this engagement. However, at any time, a minimum of six resources as required in the RFP will have to be deployed by the IP to deliver the services as proposed in this scope. For any services defined beyond the scope of services, MyGov may ask for additional resources from IP as per rates submitted with commercial proposal.

The IP shall be responsible for sizing of the hardware required for deployment of the proposed solution. The IP will deploy, manage and operate the proposed solution for a period of 2 years (from the date of award of Work Order). The proposed solution should be capable of Natural Languages Processing (NLP) and analysing content in English, Hindi and Marathi to start with. MyGov has a State Instance for Maharashtra which receives substantial inputs from citizens in Marathi. IP will be responsible for customizing the proposed analytics solution in a specified time frame for customized reports and multi-lingual capability.

MyGov will require 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 proposed analysis will be required by the various stakeholders for informed decision making.

The scope of the work for the proposed engagement is categorized into five tracks. These tracks are:

Track 1: Deployment of Analytics Solution

Track 2: Manpower Provisioning

Track 3: Generation of Reports

Track 4:- Helpdesk & IT Support

Track 5:- Language Development

#### **5.1.1 Track 1:- Deployment of Analytics Solution**

The IP will be required to undertake analysis, report generation and real time dashboarding of MyGov content through deployment of an on premise solution coupled with analysis of relevant Other Media content. IP will be required to purchase analytics solution in the name of MyGov. IP will assess the requirement of number of licenses required to be purchased for successfully undertaking the scope of work. MyGov will provide space for the deployment of solution at NIC Data Centre. IP will undertake all the required activities to make the system operational for MyGov in the stipulated timeline as indicated in the deployment model below:



	<b>MyGov Analytics</b>	<b>Other Media Analytics</b>	<b>Timeline</b>
<b>Deployment Model</b>	On Premise Deployment	SaaS	<ul style="list-style-type: none"> <li>• <b>Other Media Analytics</b> - 2 Weeks from issuance of Work order</li> <li>• <b>MyGov Analytics</b> - 4 Weeks from provisioning of hardware</li> </ul>

IP will be responsible for setting up of development, testing and staging environment at their own cost for the entire development and testing period, including but not limited to the implementation of the approved change requests.

### 5.1.2 Track 2: Manpower Deployment and Planning

MyGov has identified minimum number of key resources required for the successful operation of the proposed analytical solution. However, IP will have to do a thorough assessment of scope of work and propose required number of manpower for deployment. The deployed resources will be generating analytics and insights on the MyGov and Other Media content and will train the MyGov team on the solution. Team will build taxonomy, develop language capability, develop data models, analyze content against various attributes and create reports for MyGov and its stakeholders. Each of the identified resources have to be deployed at MyGov full time. IP needs to ensure that the Key resources deployed comply with the experience and qualifications as section 3.6.3

The onsite deployment initially has been planned for a period of one year from the date of award of Work Order, after which the requirement of such resources will be assessed by MyGov. MyGov reserves the right to either extend the onsite deployment or release the resources for offsite deployment after one year to support the project operations (Offsite deployment of manpower shall not be paid by MyGov). IP shall not change or replace the proposed resources. However, in case of resignation, termination, retirement, long term disability or death, IP 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, IP shall provide MyGov with:

- Resume, curriculum vitae and any other information about the candidate as requested by MyGov
- Opportunity to interview the candidate

IP shall strictly adhere to the SLAs (attached in section 6.4.2) associated with the manpower deployment and planning.

### 5.1.3 Track 3: Analytics & Reporting

MyGov presently has 593 Tasks, 668 Discussions, 229 Polls/Surveys, and 105 Talks initiated by/for various stakeholders (Ministries, Departments, State Governments and Other government bodies). Manual analysis of all above mentioned activities (structured, semi structured and unstructured content) is done to meet the reporting requirements of various stakeholders. List of stakeholders has been detailed in the table below:

S.No	Stakeholder Details
1	Ministry of Electronics and Information Technology
2	Central Ministries/Government Bodies
3	State Ministries/ Government Bodies

4	Citizens
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Currently MyGov manually 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>In-site Analytics</b>
Current Reporting	Stakeholder-wise reports: <ul style="list-style-type: none"> <li>- 47 Ministries</li> <li>- Superior Authorities &amp; Administrative ministry</li> <li>- State Instances</li> <li>- Other Government bodies</li> <li>- Internal Reports</li> </ul>	Special activity-wise reports (Mann Ki Baat, Swacch Bharat , Ek Bharat Shreshtha Bharat, Annual Budget, etc.). These special activities require customized reports.	MyGov has its presence on different social media platforms (Twitter, Facebook, LinkedIn, and YouTube) and generates basic reports against certain attributes	MyGov’s 9 microsites provide users with new and innovative ways of engagement on 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</li> <li>• Key influencers or contributors.</li> </ul>	<ul style="list-style-type: none"> <li>• Domain based comment/Suggestion 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 theme and discussion</li> </ul>
Frequency/Quantum	<ul style="list-style-type: none"> <li>• Daily -1 consolidated report</li> <li>• Fortnightly -2</li> <li>• Monthly- 1</li> <li>• Requirement Specific</li> </ul>	<ul style="list-style-type: none"> <li>• Activity Based                             <ul style="list-style-type: none"> <li>○ Fortnightly</li> <li>○ On Closure of Activity</li> </ul> </li> <li>• Requirement Specific</li> </ul>	<ul style="list-style-type: none"> <li>• Daily -1 consolidated report</li> <li>• Fortnightly -1</li> <li>• Monthly- 1</li> <li>• Requirement Specific</li> </ul>	<ul style="list-style-type: none"> <li>• Fortnightly -1</li> <li>• Requirement Specific</li> </ul>

There are multiple limitations in the manual analysis and preparing the current set of reports. Limitations include absence of advanced analytics, personal bias, effort and time intensive reporting activities, prone to human errors, etc. Through this analytical solution MyGov envisages to overcome all these limitations and analyse MyGov and Other Media content for actionable insights in a time bound manner.

Under this engagement IP 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 Report
- 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

Aforementioned list is only an indicative list of attributes. The proposed solution should have the capability to provide more analytics attributes up to a maximum of 15 attributes for generation of insights on MyGov and Other Media content.

It is envisaged that the analytics and reporting capabilities will improve with the implementation of the analytics solution and thus has defined a proposed set of reports in addition to the current set of reports with the above mentioned attributes. 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 IP through the analytics solution are tabulated below:

<b>Current Reports</b>		
<b>Report Details</b>	<b>Report Frequency</b>	<b>Schedule</b>
MyGov Content Reports – Live Tasks, Discussions, Polls/Surveys, and Talks	Daily	9:00 AM
Executive Summary	Daily	9:00 AM
CBPS Reports	Daily	9:00 AM
MyGov and its Microsite Engagement Reports	Weekly	Friday, 9:00 AM
Reports to Administrative Ministry & other superior authorities	Fortnightly	Monday, 9:00 AM
Innovate Reports	Fortnightly	Tuesday, 9:00 AM
Social Media Engagement Reports	Monthly	Monday, 9:00 AM
Referral Reports	Monthly	Monday, 9:00 AM

Mann Ki Baat Reports	Monthly	Requirement based
Ministry Specific Reports	As defined	Requirement based
Campaign Specific Reports	As defined	Requirement based
Proposed Reports		
Report Details	Report Frequency	Schedule
<p>MyGov Historical Reports</p> <p>Current Volume of activities on MyGov includes 593 Tasks, 668 Discussions, 229 Polls/Surveys, and 105 Talks hosted on MyGov.</p> <p>However, IP has to generate reports only for all live activities and activities that were concluded on or after 1<sup>st</sup> Feb 2017. As on date, 85 such activities are there on MyGov platform and it is likely to increase upto 125 activities by April 2017</p>	One Time	5 weeks after provisioning of hardware
E-Greetings Reports	Weekly	Monday, 9:00 AM
E-Sampark Reports	Weekly	Monday, 9:00 AM
State Instances Reports	Weekly	Monday, 9:00 AM
Reports on Innovate	Weekly	Monday, 9:00 AM
Influencer Reports	Fortnightly	Monday, 9:00 AM
Referral Reports	Monthly	Tuesday, 9:00 AM
Reports on Polls	Activity Based	Scheduled completion + 1 day
Reports on Blogs	Activity Based	Scheduled completion + 1 day
Activity Impact Reports	Activity Based	Scheduled completion + 1 day
Search Engine Analytics Reports	Daily	Tuesday, 9:00 AM
Current Activity Log	Weekly	Tuesday, 9:00 AM

The manpower deployed by IP will configure the analytics solution to generate the initial set of reports (all current and proposed set of reports) as mentioned in the table above. IP shall comply with the SLAs for generating the initial set of reports.

In addition to the initial set of reports, MyGov may also require customized set of reports.

Additional reports wherein IP will configure the system with new taxonomy, data models, keywords, hashtags, etc. shall be the customized reports. MyGov shall provide timely intimation to IP for generation of such reports. IP will have to start generating required customized reports within 3 days of intimation. It is estimated that MyGov will require minimum 5 customized reports per day and a maximum of 50 customized reports in a month. In case of additional reports (>50 per month or >5 per day), IP will be required to deploy additional manpower to meet the timeline of 3 days for generating customized reports for MyGov and submit the effort estimate for MyGov's approval. Rates quoted by the Bidder for each category of manpower shall be used to determine the additional cost of developing customized reports against the approved effort estimate.

Once the customized reports are approved by MyGov, the proposed solution 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, MS Word, MS PowerPoint, XML, JSON, etc.

In addition to the above reporting requirements, the proposed solution should have a 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. Solution should be equipped with a self-learning library. It should also allow manual addition of keywords as blacklisted words. User submissions containing these keywords should not be included for analysis. The solution should allow on-demand reporting of such keywords and matched submissions (number of comments, as well as the actual comments)

The proposed solution should have real time customizable dashboards for various stakeholders. Key features of the dashboard under the proposed solution:

1. A minimum concurrency of 10,000 is expected for the open for all dashboard (to be accessed by citizens); the same is expected to increase with time and it would be the IP's responsibility to maintain the solution to meet the required concurrency
2. A concurrency of 500 is expected for the user dashboard (excluding citizens) i.e. analytics solution; the same is expected to increase with time and it would be the IP's responsibility to maintain the solution to meet the required concurrency
3. The IP should develop an open dashboard for citizens (view only access to users), publish it on the MyGov portal (www.mygov.in). The other dashboard should have the role based access for different stakeholders as defined by MyGov.
4. The dashboard would display multi-level real-time information, 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

The minimum information required to be displayed at each level is as below:

- Quantitative statistics
- Tag Clouds
- Names of relevant discussions/tasks/polls/surveys tagged to the level
- Customized Google Analytics results
- Key attributes results

5. MyGov and its stakeholders will log in to the solution using multi-level role based access system. IP has to 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:

- a. All information available on public dashboard
- b. Relevant summary reports
- c. Analytics against various attributes
- d. Real-time tag clouds
- e. All this information must be available in reportable and shareable format

#### **5.1.4 Track 4: IT, Application Support Helpdesk**

##### **5.1.4.1 Help Desk Support**

Analytics solution support comprising of a call center operations shall be 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. It 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. The IP shall provide a helpdesk toll-free number and email ID for users to log incidents or service requests.

#### 5.1.4.2 Application Support

Application support includes, but not limited to, solution stability monitoring, annual technical support troubleshooting and addressing the functionality, availability and performance issues, etc. Helpdesk Support, Application support and Annual Technical Support charges quoted by the IP shall be inclusive of all the support and maintenance charges as part of ATS cost for 4 years. Though cost will be discovered for 4 years of ATS, however, MyGov reserves the right to release the ATS order for the number of year/years it feels necessary. The IP 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. The IP should also provide proposed analytics solution expert as part of key resources to provide application support for the entire duration of the engagement.

#### 5.1.5 Track 5:- Language Development

The solution implemented by IP should be able to support analysis of content in English, Hindi and Marathi language from the day of ‘deployment of the solution’. However, later include other languages listed in the Eighth Schedule to the Indian Constitution as updates/upgrades. The list of languages listed are:

Assamese	Bengali	Urdu	Gujarati	Telgu
Tamil	Sindhi	Santhali	Sanskrit	Punjabi
Odia	Meitei	Malyalam	Maithili	Konkani
Kashmiri	Kannada	Dogri	Bodo	Nepali

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, IP will have time of 6 weeks to generate report in the decided language through the analytical solution.

The bidding agency is required to achieve the scope of work mentioned in above tracks in conjunction with the Key implementation consideration mentioned in Annexure 7 and the solution requirement as mentioned in Annexure 8.

## 5.2 Activity Schedule and Deliverables

The deliverable associated with each milestone is as follows:

Activity	Deliverable	Timelines
<b>Manpower Deployment</b>	Deployment of proposed manpower at MyGov by the IP	Deployment of Analytical Solution: T (T being date of provisioning of Hardware by MyGov) OR

Activity	Deliverable	Timelines
		Deployment of Analytical Solution: N ('N' being date of award of Work Order)
<b>Deployment of Analytical Solution</b>	Deployment of the Analytics Tool for generation of initial set of analytical reports on MyGov & Other Media content	<b>MyGov Analytics</b> - T + 4 Weeks (T being date of provisioning of Hardware by MyGov) OR <b>Other Media Analytics</b> – N + 2 Weeks ('N' being date of award of work order)
<b>Generation of Reports</b>	Generation of the report as stipulated in the scope of work	As per Frequency of the reports.  Consolidated Quarterly Report on the Number of delivery need to be submitted by IP to MyGov.

### 5.3 Payment Schedule

Milestone	Activity	Payments
<b>M1</b>	License Cost	40% of B on deployment of Solution and generation of first set of initial reports  20% of B after one month of successful operations  20% of B after completion of successful operations for first quarter  20% of B after completion of successful operations for second quarter
<b>M2</b>	Manpower Cost	Cost quoted for A to be paid in 8 equal quarterly installments on successful delivery of reports to MyGov as per scope
<b>Annual Technical Support Cost</b>		
<b>M3</b>	Annual Technical Support for the solution	100% advance annually as quoted in C per year at the start of support period.



Milestone	Activity	Payments
		<i>Note - MyGov reserves the right to either award or not award ATS for all the four years.</i>
<b>Other Payment Milestone</b>		
<b>M4</b>	Language Development Cost	100% of rate quoted for each language.  <i>Note - Payment shall be released after completion of each languages having successfully integrated with analytics solution and report generation.</i>
<b>M5</b>	Additional Manpower Cost	Quarterly for the approved effort of deployed category of resource(s) as per rates discovered in A.

Note:

- (1) All payments to the Implementation Partner shall be made upon submission of invoices along with relevant sign-offs from MyGov
- (2) 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.
- (3) 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 IP 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
- (4) All payments will be released on the basis of the unit rates agreed upon in the final contract
- (5) First quarterly payment for manpower deployment shall be paid subject to above mentioned conditions on completion of generation of first set of Basic Reports
- (6) Any monetary figure in decimal shall be rounded off to the nearest INR
- (7) Project Completion is defined as the transfer of the knowledge and document or license held by the IP to MyGov, Ministry of Electronics and Information Technology, Government of India.

# **Section 6**

## **Service Level Agreement**

## 6 Service Level Agreement

### 6.1 Introduction

The Service Level Agreement (SLA) is between MyGov also referred to as the “Purchaser” and the Implementation Partner (IP).

### 6.2 Purpose of this Agreement

The purpose of the SLA is to define the levels of service to be provided by IP 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 IP and define the service level goals that the IP would be required to adhere to over the duration of the Agreement
- Help Purchaser control the levels and performance of IP services. The IP 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 IP and the IP 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 IP. MyGov may, in its sole discretion, in writing, relax any penalties imposed on the IP, given the IP submits a comprehensive RCA clearly identifying the root cause while also establishing that it is not in fault.

### 6.3 Interpretation & General Instructions

- Severity/ Criticality of incidents and otherwise is classified as:

Severity/ Criticality	Definition
<b>High</b>	<p>High Severity incidents are the ones which have a critical business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> <li>• Entire application not available</li> <li>• Incorrect behavior (wrong calculations, workflows not functioning as desired for Critical Reports, etc.)</li> <li>• Security Incidents</li> <li>• Data Theft/loss/corruption</li> <li>• Severe impact on customer satisfaction/MyGov reputation – adverse media publicity</li> <li>• No work-around to mitigate the disruption in service</li> <li>• Repeat calls (same incident that has occurred earlier and reported more than 2 times)</li> </ul>

Severity/ Criticality	Definition
	<ul style="list-style-type: none"> <li>• Any incident that prevents 50% or more users from using the application</li> <li>• Any Incident/ SR escalated by MyGov’s Project In-Charge or any authorized personnel by him as High Priority</li> </ul>
<b>Medium</b>	<p>Medium Severity incidents are the ones which have a significant business impact. These are concerns needing attention as quickly as possible, but will not cause business processes to fail within one day. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> <li>• Part of the Application not available or not working as desired</li> <li>• Internal User escalations for slow response of the implemented solution impacting the efficiency of users</li> </ul>
<b>Low</b>	<p>Low Severity incidents are the ones which have a minimal business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> <li>• No impact on processing of normal business activities.</li> <li>• A low impact on the efficiency of users</li> <li>• Has a simple workaround</li> <li>• Enhancement requests like Cosmetic User Interface changes, etc.</li> </ul>

- Manpower, Reporting, Helpdesk Management and IT Related SLAs shall be monitored on a monthly 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, it shall result in a breach of contract and shall invoke liquidated damages. However, liquidated damages would be levied every quarter. The percentage of SLA violation would be the average of monthly SLA measurements for the months in that respective quarter.
- Root cause analysis (RCA) to be prepared for all cases of breach in SLA’s and shared with MyGov. For certain incidents, RCA may be carried out by MyGov (or MyGov appointed agency).

**Consideration for Liquidated Damages (LD)**

- LD will be capped and will be different for each category of services and will also depend on the impact of the breach. If the LD cap is breached, MyGov will have the right to terminate the contract.
- The liquidated damages are capped to 10% of the value of contract.
- Liquidated damages will be imposed only where the fault is solely attributable to the IP. There will be certain exceptions to the service levels like in case of change in key resources due to death, medical incapacity etc., respective LDs will not be applicable.

- The purchaser reserves the right to review the SLA definitions, target levels and liquidated damages on an annual basis, and in consultation with the IP and Third Party Agencies (appointed by the purchaser).

## 6.4 Service Level Agreement

### 6.4.1 Project Implementation SLAs

Deployment Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the IP								
S. No.	Description	Baseline	Lower Performance		Lowest performance and violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Deployment of the Analytics Tool for MyGov Analytics	T+4 Weeks	One week after the due date	1 % of the License Cost	For further delay of every week after one week till third week from due date post which it would be considered breach of contract	2% of the License Cost	Dates for submission of deliverable i.e. T + 2 Weeks	For the purpose of this SLA, submission of deliverable would mean formal submission by IP. Deliverable should have acceptable level of quality standards. SLA will be measured subject to provisioning of Hardware by MyGov at T.
2	Deployment of the Analytics Tool for Other Media Analytics	N+2 Week	One week after the due date	1 % of the License Cost	For further delay of every week after one week till third week from due date post which it would be considered breach of contract	2% of the License Cost	Dates for submission of deliverable i.e. N+ 1Week	For the purpose of this SLA, submission of deliverable would mean formal submission by IP. Deliverable should have acceptable level of quality standards. SLA will be measured from the award of Work Order i.e. N

### 6.4.2 Manpower Deployment SLA

Manpower deployment Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the IP								
S. No.	Description	Baseline	Lower Performance		Lowest performance and violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Deployment of Key Resources at the project site	MyGov Analytics = T Other Media Analytics = N	Delay in deployment of 1 day upto 3 days	0.1% of the total cost of Manpower Cost	Delay in deployment of more than 3 days up to 7 days after which it will be a breach of contract.	0.2% of the total Manpower Cost	The Bidder should ensure that the named resources are deployed at MyGov premise on time for operationalisation of the Project.	NA
2	Deployment of proposed named Key resources from the date of award of work	No Deviation	Change of 1 resource	0.1% of the total cost of Manpower Cost	Change of more than 1 till 3 resources	0.2% of the total Manpower cost	The Bidder should ensure that the named resource are deployed at the MyGov with the award of work	For the purpose of the SLA, named resources shall have to be deployed. CVs of such resources will be used for assessment of deployed resource. SLAs will be relaxed if the replacement is done after taking

<b>Manpower deployment Service Level Agreement (SLA) Criteria</b>								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the IP								
S. No.	Description	Baseline	Lower Performance		Lowest performance and violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
								prior approval from MyGov
3	Unauthorised Leave by the deployed resources	2 Leaves per quarter per resource	More than 2 up to 4 Leaves per resource per quarter	0.1% of the manpower cost per resource per day	More than 4 Up to 6 leaves	0.2% of manpower cost per resource per day. Beyond 6 days 0.5% of the manpower cost per day per resource till 10 days; beyond which it would be a breach of contract	Presence of the resources at the project site as per the schedule	For the purpose of the SLA, named resources shall have to be present at MyGov during office hours and sometimes extended office hours as well. All leaves to be approved for each resource by MyGov.
4	Deployment of additional manpower	Within 3 working days of intimation from MyGov	5 working days of intimation from MyGov	0.25 % of the Manpower Cost per day per resource	7 working days of intimation from MyGov	0.50 % of the Manpower Cost per day per resource	Delay in deployment of additional manpower for the new set of customized reports.	For the purpose of this SLA, deployment of skilled manpower for the required set of activity by IP at MyGov.



### 6.4.3 Analytics & Reporting SLA

Reporting Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the IP								
S. No.	Description	Baseline	Lower Performance		Lowest performance and violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	New Set of Customized Report SLA	<p>Delivery Date(M)</p> <p>This is the third day from the date of intimation to the IP to generate the report.</p>	M+1 Day	0.25 % of the Manpower Cost per day per customised report asked for	M+ 5 Days	1 % of the Manpower Cost per day per category of reports till M+10 day post which it will be considered breach of contract.	Delay in delivery of the report from the delivery date	For the purpose of this SLA, submission of deliverable would mean formal submission by IP. Deliverable should have acceptable level of quality standards. SLA will be measured on model of the reports adopted (i.e. T or M)
2	Initial Set of Reports	<p>MyGov Analytics Report = T +4 Week</p> <p>Other Media Analytics</p>	Delay of 1 day	0.1% of the Manpower cost	Delay of more than 1 day upto 3 day after which it will be breach of contract	0.2% of the manpower cost	Delay in delivery of the report from the delivery date	<p>Initial set of reports need to be delivered as per the deployment model.</p> <p>However, IP shall be provided SLA waiver for the first</p>

<b>Reporting Related Service Level Agreement (SLA) Criteria</b>								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the IP								
S. No.	Description	Baseline	Lower Performance		Lowest performance and violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
		Report = N+2 Week						month on report generation timeline. However, In all cases, reports have to be generated and delivered to MyGov at T+4 Week

#### 6.4.4 Helpdesk Management and IT Related SLAs

The IT support would have to ensure that the various severity level issue need to be handled at the earliest. Any delay of the same would lead to termination of contract.

Helpdesk and IT Support Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the IP.								
S. No.	Description	Baseline	Lower Performance		Lowest performance and violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
	Helpdesk - Problem Response time	<p>For Severity 1, &gt;=95% of the incidents should be acknowledged within 30 minutes (Severity of violation: High)</p> <p>For Severity 2, &gt;=95% of the incidents should be acknowledged within 60 minutes (Severity of violation: Medium)</p> <p>For Severity 3, &gt;=95% of the incidents should</p>	<p>For Severity 1, &lt;95% and &gt;=90% of the incidents should be acknowledged within 30 minutes</p> <p>For Severity 2, &lt;95% and &gt;=90% of the incidents should be acknowledged within 60 minutes</p> <p>For Severity 3, &lt;95% and &gt;=90% of the</p>	Rs. 1,00,000 per 1% drop till 90%	<p>For Severity 1, &lt;90% of the incidents should be acknowledged within 30 minutes</p> <p>For Severity 2, &lt;90% of the incidents should be acknowledged within 60 minutes</p> <p>For Severity 3, &lt;90% of the incidents should be acknowledged within 120 minute</p>	Rs. 2,00,000 per 1% drop till 85% below which it would be considered as a breach of contract	Measured as % of calls tickets raised by users in a quarter	Average time taken to acknowledge and respond once an incident is logged through one of the agreed channels. This is calculated for all incidents reported within the reporting quarter (16x7x365)

		be acknowledged within 120 minutes (Severity of violation: Low)	incidents should be acknowledged within 120 minute					
2	Helpdesk - Time to Resolve	<p>For Severity 1, 100% of the incidents should be resolved within 8 hours from acknowledgement of issue (Severity of Violation: High)</p> <p>For Severity 2, &gt;=95% of the incidents should be resolved within 24 hours from acknowledgement of issue (Severity of Violation: Medium)</p>	NA	NA	<p>&lt;100% incidents should be resolved within 8 hours from acknowledgement of issue for Severity 1</p> <p>&lt;95% incidents should be resolved within 24 and 48 hours respectively from acknowledgement of issue for Severity 2 and 3 below which it would be considered as a breach of contract</p>	<p>Rs. 2,00,000 per severity 1 incident resolved beyond 8 hours from acknowledgement of issue</p> <p>Rs. 1,00,000 per severity 2 and 3 incident resolved beyond 24 and 48 hours respectively from acknowledgement of issue beyond which it would be considered breach of contract</p>	Time taken to resolve the reported problem as per the severity and measured as % of calls tickets raised by users in a quarter	Severity will be assigned by MyGov to the business processes for the monitoring of such SLAs

		For Severity 3, >=95% of the incidents should be resolved within 48 hours from acknowledgement of issue (Severity of Violation: Low)						
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### 6.4.5 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. Breach of the Timeline will lead to breach of the contract.

Language Development Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the IP								
S. No.	Description	Baseline	Lower Performance		Lowest performance and violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Integration of the mutually agreed Language in the analytics solution	6 week after the integration request is raised by MyGov (L)	L+ 2 Week	10% of the total cost of language development cost	L+ 4 Week	20% of the Language Development Cost quoted;  Crossing the same would lead to breach of Contract.	Viability of the language capability in the deployed solution	NA



# **Section 7**

## **Annexures**

## 7 *Annexures*

### 7.1 *Annexure 1 – Template for Pre-Bid Queries*

Bidder shall submit all pre-bid queries in excel in the following format.

<b>S. No.</b>	<b>RFP Volume</b>	<b>RFP Reference(s) (Section and Page Number(s))</b>	<b>Document and Content of RFP requiring Clarification(s)</b>	<b>Points of Clarification</b>



## ***7.2 Annexure 2 – Formats for Submission of the Pre-qualification Bid***

### ***7.2.1 Pre-Qualification Bid Covering Letter***

<Location, Date>

To,

MyGov,  
Ministry of Electronics and Information Technology,  
Government of India  
New Delhi

***Subject: Submission of the Pre-Qualification bid for MyGov Analytics Solution***

Dear Sir,

We, the undersigned, offer to be an analytics solution provider & implementer to MyGov in response to your Request for Proposal dated 02-03-2017 and our Proposal. We are hereby submitting our pre-qualification bid.

We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### 7.2.2 Checklist

S. No.	Checklist Items	Bidder's Response (Yes/No)	Volume & Reference Page Number in the Proposal
1.	Earnest Money Deposit (EMD)		
2.	Proof of Legal Entity		
3.	Proof of Sales Turnover		
4.	Proof of Positive Net worth		
5.	Proof of Proposed Tool being implemented across India		
6.	Experience of deployment & Maintenance of advance analytical solution		
7.	Non-blacklisting undertaking		
8.	HR certificate for proof of 50 Manpower with analytics skills		
9.	No Deviation Certificate		
10.	Manufacturers'/Producers' Authorization Form		
11.	Power of Attorney		
12.	Technical Bid		
13.	Commercial Bid		
14.	CD		

### 7.2.3 Details of Client Reference

Using the format below, the Bidder should provide details on client reference wherein aforementioned project was executed/ operations are live

S. No.	Category	Details
1	Customer Name	
2	Name of the Customer's Organization/	
3	Project Name	
4	Project Scope	
5	Customer's Phone Number	
6	Customer's Email Id	

### 7.2.4 Declaration Letter

{Place}  
{Date}

To  
CEO MyGov  
Ministry of Electronics and Information Technology  
Electronics Niketan  
6 CGO Complex, Lodi Road  
New Delhi - 110003

**Subject: Implementation of Analytics Solution at MyGov**

Dear Sir,

This is to notify you that our Firm <Name> intends to submit a proposal in response to RFP for Selection of Implementation Partner for implementing Analytics Solution for MyGov. In accordance with the above we would like to declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment
- b. We are not black-listed by any Central / State Government / Public Sector Undertaking in India

Sincerely,

[BIDDERS NAME] Name

Title  
Signature  
Date

### **7.2.5 No Deviation Certificate**

This is to certify that our offer is exactly in line with your RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, User Requirements Specification, Functional Requirements Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### ***7.3 Annexure 3- Formats for Submission of the Technical Bid***

#### ***7.3.1 Technical Bid Covering Letter (On Bidder's company letter head signed by authorized signatory)***

To,  
MyGov,  
Ministry of Electronics and Information Technology,  
Government of India  
New Delhi

**Subject:** Submission of the Technical bid for MyGov Analytics Solution

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation Partner Services for MyGov Analytics Solution in accordance with your Request for Proposal dated **2<sup>nd</sup> March 2017** and our Proposal. We are hereby submitting our Technical Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Thanking you,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**7.3.2 Bidder’s General Information (On Bidder’s company letter head)**

Following table shall be filled with the details of Bidder.

S.No	Particulars	Details to be furnished		
1	Details of the Bidder (Firm/ Company)			
	Name			
	Address			
	Telephone		Fax	
	E-mail	-	Website	
	Details of Authorized person			
	Name			
	Address			
	Telephone		E-mail	
2	Information about the Firm/ Company			
	Status of Firm/ Company (Public Ltd. / Pvt. Ltd etc.)			
	Details of Registration (Ref eg. ROC Ref #)	Date		
		Ref #		
	Number of full time professionals on rolls			
	Locations and addresses of offices (in India)			



#	Role	Name	Quarters								Total Staff person-month proposed
			1	2	3	4	5	6	7	8	Total
3.	Data Analyst 1										
4.	Data Analyst 2										
5.	Data Analyst 3										
6.	Visualization & Reporting Expert										
7.	<Add more rows if required>										



**7.3.5 Curriculum Vitae of Proposed Team Members**

S. No.	Item	Bidder's Response		
1	Name			
2	Role in the project			
3	Name of Organization			
4	Number of years with the Current Organization			
5	Total Experience (in Years)			
6	Details of Experience (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure, etc.)			
	Name of Organization	From	To	Designation/ Responsibilities
6.1				
6.2				
7	Summarized professional experience (Relevant to the Current Project) in reverse chronological order			
	From	To	Company / Project / Position / Relevant Functional, Technical and Managerial experience	
7.1				
7.2				
8	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
	Degree	Year of Award of Degree	University	% of marks
8.1				
8.2				

**7.3.6 Project Plan**

S. No.	Activity	Quarters							
		1	2	3	4	5	6	7	8

**7.3.7 Bill of Material (BOM) & Infrastructure for the Proposed Solution**

**1. Solution Proposed**

#	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version and Year of Release	OEM	Features and Functionalities	O&M Support (Warranty/ATS/: as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)

**2. Bill of Material (Software)**

#	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	Number of Licenses (Category 1)	Number of Licenses (Category 2)	Number of Licenses (Category 3)	Number of Licenses (Category Other)	Number of Licenses (Category Other)



## ***7.4 Annexure 4- Format for submission of Commercial Bid***

### ***7.4.1 Commercial Bid Covering Letter***

To,  
CEO, MyGov  
Ministry of Electronics and Information Technology,  
Government of India  
New Delhi

**Subject:** Implementation of Analytics Solution for MyGov

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation Partner Services for MyGov Analytics Solution in accordance with your Request for Proposal dated 2<sup>nd</sup> March 2017 and our Proposal. Our attached Commercial Bid is for the amount of <<**Amount in words and figures**>>. This amount is inclusive of all the taxes.

#### **1. PRICE AND VALIDITY**

- All the prices mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing direct tax rates during the time of payment.

#### **2. UNIT RATES**

We have indicated, in the relevant forms enclosed, the unit rates for the purpose of on account of payment.

#### **3. RFP PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

#### **4. QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### **5. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in all the Volumes of this RFP and Annexure thereto. Our bid prices are mentioned in the submitted Commercial Bid.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Annexure 5 of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., **180 Days from the date of opening of commercial bid.**

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### 7.4.2 Total Cost of Ownership with taxes

Particulars	Value in Rs.	Taxes (in Rs)	Total (in Rs.)
<b>Manpower Cost (A)</b>			
<b>Cost of Licenses (B)</b>			
<b>Cost of ATS (C)</b>			
<b>Cost of language development (D)</b>			
<b>Total Project Cost (E) = (A+B+C+D)</b>			

**Note:**

- i. Any existing tax/duty not mentioned here will not be entertained at a later date
- ii. All expenses related to travelling, lodging, boarding and other expenses have to be borne by the Bidder.
- iii. Taxes as applicable at the time of invoicing shall be considered
- iv. All the prices to be quoted by Bidder should be in INR

#### 7.4.2.1 Manpower Cost (A)

S.No	Manpower Category	Person Month	Rate per person month	Total
1.	Project Manager and Data Scientist	24		
2.	Proposed Analytics Solution Expert	24		
3.	Data Analyst 1	24		
4.	Data Analyst 2	24		
5.	Data Analyst 3	24		
6.	Visualization & Reporting Expert	24		
-	Role X...	<b>To be quoted by the Bidder</b>		
-	Role Y..	<b>To be quoted by the Bidder</b>		
<b>Total</b>				

Note:-

- In case of requirement of additional manpower, the cost quoted per person-month rate shall be used.

**7.4.2.2 License Cost (B)**

S. No.	Software Item / Component	Type of License	X	Y	Z
			Cost Per Unit	No. of Units / Licenses	Total (Z= X x Y)
<i>&lt;&lt;Name of the component&gt;&gt; Licenses</i>					
1	<Item 1>				
2	<Item 2>				
<i>&lt;&lt;Name of the component&gt;&gt; Licenses</i>					
3	<Item 3>				
4	<Item 4>				
<b>Others</b>					
5	<Item 5>				
6	<Item 6>				
<b>Application License Cost</b>					

Note:

IP is responsible for sizing and procuring all necessary software licenses as per the requirements provided in the RFP. In case any additional license is required for the successful implementation and functioning of solution, for which costing has not been factored in, such licenses or products shall be provided by IP at no cost to the MyGov, MeitY, GoI.

**7.4.2.3 Annual Technical Support for Solution (C)**

S. No.	Software Item/Component	ATS for Year I (W)	ATS for Year II (X)	ATS for Year III (Y)	ATS for Year IV (Z)	Total (W+X+Y+Z)
		Cost per Year				The total Cost Quoted will be used for Evaluation
<b>Annual Support Cost for Solution</b>						

Annual technical support cost for application will be paid every year.

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.

**7.4.2.4 Language Development Cost (D)**

<b>S.No</b>	<b>No of Languages</b>	<b>Price in INR for development of ONE language</b>	<b>Total Amount</b>
1	20		

Note: Payment of the same depends on the developed languages in the given financial year and also on the language development requirement as raised by MyGov.



## 7.5 Annexure 5 – Template for PBG

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent bid process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 7.6 Annexure 6 – Earnest Money Deposit

- a. In consideration of \_\_\_\_\_ (hereinafter called “MyGov”) represented by \_\_\_\_\_, on the first part and M/s \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as “Bidder”) on the Second part, having agreed to accept the Earnest Money Deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Bank Guarantee for the Request for Proposal for procurement of \_\_\_\_\_ we \_\_\_\_\_ (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay MyGov forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid up to a period of 180 days from the last date of the bid submission.
- b. In the event of the Bidder withdrawing the bid before the completion of evaluation of bids, the Guarantee deposited by the Bidder stands forfeited to MyGov. We also undertake not to revoke this guarantee during this period except with the previous consent of MyGov in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said bid and we shall be deemed to have agreed to any such variation.
- c. No interest shall be payable by MyGov to the Bidder on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201

## 7.7 Annexure 7 – Key Implementation Consideration

- a. The IP shall carefully consider the user requirements and provide a solution that best meets MyGov's requirements. The IP will have to initiate the reporting as is basis on the MyGov reporting requirements and further will have to customize the Analytics solution to meet the custom reporting requirements of MyGov.
- b. Any additional development / software/ tools not factored in the commercial quote by the IP and required for successful deployment shall be provided by IP at no additional cost to MyGov as per terms and conditions of this RFP.
- c. Intellectual Property Rights (IPR) for additional development and customization work done on the proposed analytics solution to meet the requirements of MyGov shall rest with MyGov.
- d. IP shall also supply any other tools and accessories required to make the Solution complete as per requirements. The IP shall supply:
  - Software and licenses
  - Tools, accessories, documentation and provide a list of the same; tools and accessories shall be considered part of the solution
  - Latest supported version of Database Software to support the Integrated Solution and any other software, tools and bolt-on/add-on application
  - Product Documentation: Two sets of Product Documentation in hard copy and one soft copy to be supplied along with licenses and shall include but not limited to following:
    - Technical manuals
    - Installation guides
    - User manuals
    - System administrator manuals
    - Toolkit guides and Troubleshooting guides
- e. The IP will be responsible for supplying the application, licenses, database, operating system, related software, and integration tools along with the overall solution and would ensure further installing the same so as to meet MyGov's requirements mentioned in various sections of this RFP.
- f. The IP shall perform periodic audits to measure license compliance against the number of valid end user software licenses consistent with the terms and conditions of license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions. The responsibility of license compliance solely lies with the IP. The IP will indemnify MyGov from all losses pertaining to non-compliance of licencing terms and conditions procured for this engagement.

- g. IP will be responsible for setting up of development, testing and staging environment at their own cost for the entire development and testing period, including but not limited to the implementation of the approved change requests.
- h. All the products quoted by the IP under this engagement must be the latest commercially available version. The IP should be responsible for proposing the product supported with product updates, upgrades, bug fixes, functionality enhancements and patches to cater to changes to the requirements by their respective developer organization for a period of not less than four years from the date of deployment in production environment. The IP should ensure that the bug fixes/updates/upgrades/patches should not lead to snap in service and impact MyGov adversely. The offered Solution shall be able to work on the Operating System for Linux family.
- i. The IP must ensure that annual support cost must include all major and minor product upgrades, updates and releases. This will ensure that MyGov does not have to bear additional costs for the same in the future. The IP must provide best support level to maintain the continuity of the product with latest updates and upgrades.
- j. In case of any statutory changes taking place, there should be separate discussion between MyGov and IP to arrive at the estimate of additional work and cost for the same.
- k. IP will be responsible for ensuring the migration of required data to the Database on which the Analytics solution is implemented before generation of first set of reports.
- l. The Solution should also have the capability to deliver alerts, notifications, publish, subscribe/unsubscribe

### ***7.8 Annexure 8 - MyGov Analytics: Solution Requirement***

MyGov is a first-of-its-kind citizen engagement platform for participatory governance in India, and among the first few globally, which was launched to facilitate a dialogue between citizens and government. Presently, it has about 40 lakh registered users and 45 Ministries Departments of Government which are bound to grow in the due course of time. Till now, Ministries and other Government bodies have leveraged MyGov and hosted 668 discussions, 593 tasks, 229 polls/surveys and 105 talks.

With an ever increasing user base, user activities and collaboration with more and more Government stakeholders, an intelligent solution in place of manual system to analyse the data on MyGov and other digital media has become an imperative. As such quite a number of proven solutions are available in the market equipped with latest technologies to analyse all types of data sets including social listening tools to analyse Other Media data in a time bound fashion. MyGov intends to have such a solution for all types of analysis, report generation and real time dash boarding to meet the expectations of all the stakeholders that would help them in getting real time update on the citizens' pulse.

Analytical solution should be able to analyse all the comments received in various MyGov activities for the purpose of assessing the pulse of the nation and preparing group-wise executive summaries/reports for the

consumption of the participating ministries and departments, and analyse and correlate comments of similar nature on social media/blogs and web portals of major Indian news agencies. Broadly, the objective is to provide cumulative intelligence to the government, extracted from the numerous modern analytics features available today.

MyGov is already catering to around 40 Lakh users, adding about 20000 per week. More than 45 Ministries use this platform to reach out to citizens. The list of stakeholders will be increasing with time by involvement of, but not limited to, Ministries, State Instances, Educational Institutions, government Institutions etc. Stakeholders will have different set of requirements like a Citizen accessing any content/topic on MyGov will expect to understand what his fellow citizen are speaking; Government Ministry would like to know what is the polarity of the discussion and what are the key positive and negative points coming out from the discussion. Real time information about the key inputs provided in the discussion by citizen would be required in form of word cloud. The solution intended to be deployed should have the capability to meet all these requirements and expectations of all the stakeholders.

MyGov, through a procurement process, now desires to implement an Analytics solution. This analytical solution is required essentially to help MyGov prepare objective reports regarding MyGov's Scope of Work:

### **Data Discovery and Analytics**

1. The selected IP shall be required to configure the solution to generate data sets basis keyword search on various media (MyGov/ News Media/ Social Media/ Blogs/ News, etc.) and identify relevant comments/ suggestions to perform different analytics – Sentiment, Contextual, Predictive, Tag Clouds, Word Clouds, Hashtags, etc.
2. The solution should have the capabilities that can help in the identification of popular views and opinion of citizen from the data sets
3. The solution should design and create tools with the functionality of filtering, pivoting, sorting – latest, oldest, region, gender, etc., Point System – Points, Scorecards, Leader boards, etc., customizable dashboard and other analytical functionality
4. Influencer Management to help identify top contributors and influencers for MyGov through their MyGov and Other Media activities
5. The Solution should also have the capability to deliver alerts, notifications, publish, subscribe/unsubscribe
6. The solution would be accessed by various group owners/ stakeholders (Ministries in case of MyGov) to generate analytics on the content being hosted by them on MyGov. The solution should provide a real time customizable dashboard for various stakeholders.
7. Open access dashboard for public domain and multi-level role based access system provisioned by the solution with the dashboard showing, but not limited to the following levels:

- Overall MyGov view
  - State level view
  - Geographic view
  - Ministry level view
  - Department level view
  - Domain level view
  - Group level view
  - Discussion / Task / Open forum level view
  - Poll and Survey level view
8. Analyse the MyGov content and provide intelligent insights on key governance issues/topics/policies and gauge the popular public opinion and generate reports in a time bound manner as per the requirements
  9. The solution should also help MyGov in Other Media analysis on selected topics and generate report as per the requirements
  10. The solution should help the stakeholders identify actionable insights by using principles of statistics (e.g. ABC (Acquisition, Behaviour, and Conversion) analysis) to analyse a sequence of events in complex data sets
  11. Solution should have the features such as tag cloud, suggestive hashtags, etc.
  12. The solution should use text analytics, contextual analytics, text mining and other analytical functionalities to define correlations, patterns and trends in all three types of data sets – Structured, Semi-Structured and Unstructured
  13. Metadata and text extraction from file attachments uploaded by user in form of an object file such as excel, word, ppt, pdf, html, etc. and include them in analysis alongside related text
  14. The solution should have the capability to prepare executive summaries of groups/ discussions/ contests, etc. for the participating ministries and departments
  15. Poll and Survey analysis, both in terms of quantity and quality of responses and analysis of demographics fields of users from the MyGov database to present intelligent analysis on the polls and surveys
  16. Historic and real-time hashtag analysis for identification of trending hashtags and suggestions for new hashtags to the users on MyGov based on analysed data from sources such as MyGov data, social media, and online media
  17. Data Mining should include text mining, other media, news feed, audio and videos for generating insights from the data

### **Data Management and Data Storage**

1. The Solution provider should develop and implement a strategic data management plan for establishing data governance, data strategy, metadata management, etc.

2. Data Security will be of paramount importance  
Block pre-defined set of blacklisted keywords, including dictionary as well as non-dictionary words that are abusive, vulgar, offensive, threatening or harassing
3. Automatic addition of keywords as blacklisted words by selecting such words through user interface provided to MyGov, both for overall MyGov as well as for group/discussion/task-wise blacklisting, as a self-learning library
4. Solution provider should have different storage methodologies for different data types – text, pdf, language, audio, video, images, etc. for enhanced information sharing across various stakeholders
5. Role based access and data management - Data must only be available to users who require the information as part of their role. The solution must provide a single, personalised point of entry to all functionalities that a user requires, based on their role

### **Other Requirements**

- A. *Deployment Architecture:*** The scope of the project includes analysis of MyGov data through on premise solution coupled with analysis of relevant Other Media data. The IP is free to propose on premise or SaaS solution for social media analysis. IP shall be provided with requisite permissions to access the data centre for configuration and setting up of tool and make it operationalize. The solution would be able to access MyGov Database through API to perform different analysis on MyGov data and data from other sources and should also store/back up self-generated analytics reports in MyGov server. The solution is to be implemented by IP under this engagement complying with MeitY, GoI standards (<http://meity.gov.in/content/standards-policies>).
- B. *The ‘User’ Layer:*** This layer is formed of the Users/Stakeholders accessing the solution over Internet/ Intranet for various services. Role based access would be defined for the users/stakeholders for having accessibility to the respective functionalities of the solution based on their role. Presently, users/ stakeholders accessing the system shall comprise of users from MyGov & Meity and Government Bodies at all levels. An integrated application structure would ensure a one point stop for all the users/stakeholders for various functions. There should be adequate checks and balances within the overall design of the MyGov Analytics solution so that the data exchanged is proper, complete and protected. Also, the data/information access uploaded through various channels will be constantly updated to keep the same more relevant and up to date.
- C. *The ‘Access’ Layer:*** The core MyGov Analytics solution will be hosted in MyGov environment, and the reports of solution will be accessed by authorised stakeholders and users through various means and mechanisms and they would be able to request/obtain required services through Internet, Intranet and Mobile Devices.
- D. *Integration Services:*** The analytics solution may be required to be integrated with other government applications. Integration of the solution with other applications should be through Web Services, Message

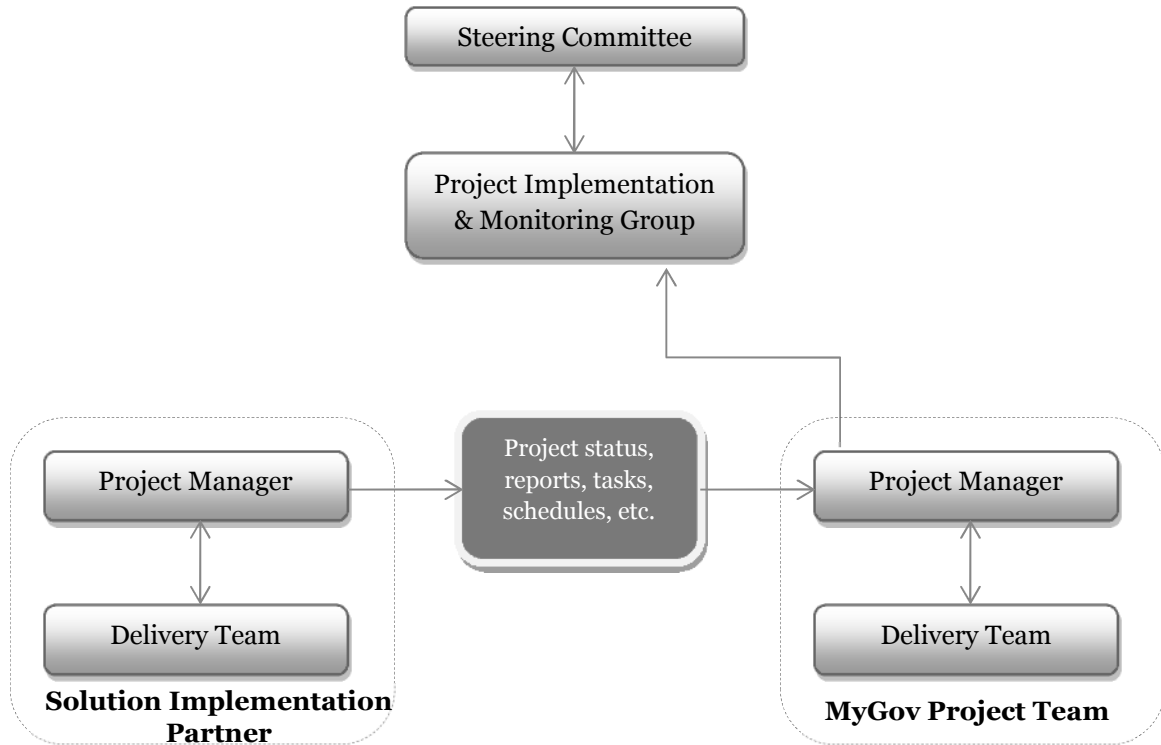


Queuing, File based or API based services. The proposed solution should be able to adapt to the integration requirements and IP should factor the effort and cost of integration requirement whilst bidding for this engagement. Currently it is estimated that solution would be integrated with State instances of MyGov, Microsites and Mobile apps of MyGov, Sites and mobile apps of MeitY and associated government bodies.

- E. *Interoperability and Metadata Standards:*** The solution should be integrated with other applications as and when required. The following integration and interoperability related guidelines should be followed for the solution. The information and data collected/generated from various sources and the analytics may be stored in any form but would have to be exposed/converted into appropriate electronic open standard format(s) as mentioned in Interoperability Framework for E-Governance in India issued by Ministry of Electronics and Information Technology (MeitY), Government of India and the Open Data Policy of India.
- F. *Management and Monitoring Services:*** The solution should utilize various tools and technologies for management and monitoring services. The IP is required to monitor the service levels as defined in this RFP. IP will also be required to procure, install and operate management and monitoring tools to maintain the SLAs. The tool should be hosted at the place provided to the IP by MyGov/ Ministry of Electronics and Information Technology. The IP will ensure that the reports for monitoring the SLAs are generated automatically from the system and made available to MyGov. Data for monitoring of SLAs should be generated from one single tool or a single console of multiple tools. Some of the key requirements for these services are mentioned below:
- G. *Security:*** Security is one of the utmost important aspects required in the entire solution design of MyGov Analytics solution. All key dimensions such as authentication, sessions management, content sharing and role based access control, should be an integral part of the MyGov Analytics solution architecture. The IP must produce an “Application Security Audit Clearance Certificate” for the solution to be deployed and should ensure adherence to at minimum approved security guidelines published from time to time by CERT-in and STQC or any other Government of India agency.

## 7.9 Annexure 9 – Project Governance & Steering Committee

- The project would require a close supervision and appropriate project control for successfully meeting the objectives and its timely completion.
- The proposed governance structure for the Project Review and Monitoring is shown below for reference:



Indicated below are some of the key roles and responsibilities of different teams under the proposed governance structure:

1. **Steering Committee:** This committee would provide required level of advocacy for the project and also set directions which are acceptable to all stakeholders. The role of this steering committee would be to provide strategic direction and resolution of legitimate issues related to the project.
2. **Project Implementation Monitoring Group:** This group would comprise of a team from MyGov, NIC, Academia and Other Stakeholders who would be responsible for monitoring all the project activities, on behalf of MyGov, and provide status reports, risks, etc.
3. **Project Manager:** Project Managers of IP and MyGov team will serve as a single-point contact within the governance structure for the purpose of project monitoring / reporting purposes. The Project Manager's will be responsible for day to day coordination between the Project Implementation Monitoring group and the concerned teams. Project Manager's will be responsible for all the activities within the project scope and will report to Project Implementation Monitoring group.
4. **Delivery Team:** This team will be deployed by the IP and will work on all areas of the project under Project Manager's guidance.