

**RFP for Selection of System Integrator (SI) to Design,
Install, Test, Commission, Operate & Manage the
Digital Studio for MyGov**

Tender reference No. 7(11)/2022/INCeP/MyGov
Date of publishing RFP: 17 May 2023



MyGov

Ministry of Electronics & Information Technology
3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003

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Disclaimer

This Request for Proposal ("RFP") is issued by MyGov, Ministry of Electronics & Information Technology (MeitY). The objective of this document is to solicit technical and financial offers from the parties interested in carrying out the scope of work as mentioned in this document. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by MyGov or any of their employees, advisors, or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed.

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

Fact Sheet

#	Particulars	Details
1	Assignment Title	Request for Proposal (RFP) for Selection of System Integrator (SI) to Design, Install, Test, Commission, Operate & Manage the Digital Studio for MyGov, Ministry of Electronics & IT (MeitY), GoI
2	Purchaser	MyGov, Ministry of Electronics & IT (MeitY), GoI
3	Location	New Delhi
4	Bid Submissions	Through CPP portal
5	Method of Selection	QCBS(70:30)
6	Bid Security Declaration	Bid Security Declaration as per form available in Annexure 3 of this RFP addressed to: The Chief Executive Officer, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003
7	Performance Security/Bank Guarantee	3% of the cost discovered through tender process
8	Tender Availability	CPP portal and Official website of MyGov & MeitY
9	Pre-bid Meeting	24/5/2023 at 12:00 Hrs. Participants may share their queries over mail to tender@mygov.in as per format specified in this RFP with subject as "Pre-Bid queries for MyGov Digital Studio RFP - Tender"
10	Date of publication of the RFP document	17/05/2023
11	Last date of submission of queries	24/05/2023 by email at tender@mygov.in
12	Last date of submission of bid	07/06/2023 at 17:00 Hrs.
13	Opening of Technical bid	08/06/2023 at 17:00 Hrs.
14	Opening of Financial Bids	To be informed later
15	Language of bid	The bid should be submitted in English only
16	Bid validity	The bid must remain valid for 180 days from the last date of submission of the bid.
17	Bid submission	Bidders must submit their bids in line with the requirements stated in this RFP.
18	Issue of Work Order	To be informed later

#	Particulars	Details
19	Address for Communication	"The Chief Executive Officer", MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003 Phone: 011 - 24301815 e-mail: tender@mygov.in

1 Introduction

MyGov is part of Digital India Corporation, a Section 8 company under the Ministry of Electronics and IT, Government of India. MyGov has been established as the Government of India's Citizen Engagement Platform which collaborates with multiple Government Bodies/ Ministries to engage with citizens for policy formulation and seeks the opinion of people on issues/ topics of public interest and welfare.

Since its launch on 26th July 2014, by Hon'ble Prime Minister, Shri Narendra Modi, MyGov has around 3.7 crore registered users. Almost all Government Departments leverages MyGov platform for their citizen engagement activities, and consultations for policy formulation, dissemination of information to citizens regarding various Government schemes and programs.

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

MyGov has also launched State instances in 22 States/UTs, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Jammu & Kashmir, Karnataka, Gujarat, Dadra & Nagar Haveli, Daman & Diu, Mizoram, Ladakh and Rajasthan.

In the last 8 years, MyGov has emerged as a vibrant platform for all government entities to not only explore the avenues of engaging with the citizens but also to bridge the gap between the way the government and citizens interact.

As a citizen engagement platform, MyGov has a creative and content distribution team for development of inhouse media content which is published and distributed on multiple social media platforms. MyGov conducts interviews, webinars, and panel discussions with several Ministries and VVIPs. For creating high quality social media audio and video content, MyGov is planning to set up Digital Studio within MyGov premises. For this purpose, MyGov is floating this Request for Proposal (RFP) to invite proposals for setting up MyGov Digital Studio for development of in-house media content to be published on web and social media platforms.

1.1 Objective

MyGov creates social media contents for publishing or live streaming on social media platforms. Content development activities such as Audio-video recording, and voice over/dubbing are carried out by MyGov's creative team. MyGov creates and publishes videos (300 to 350 per month), voice-over/dubbing videos (50 to 60 per month), interviews (5 to 7 per month), Podcasts (5 to 10 per month) and Panel Discussions (1 to 2 per quarter).

For these purposes, MyGov plans to set up a state-of-the-art Digital Studio with modern digital equipment. The purpose of setting up MyGov Digital Studio includes but is not limited to:

- *Creating high quality audio and video content for MyGov YouTube Channel and microsites*
- *Live streaming discussion from MyGov Digital studio or remote location*
- *Streaming and recording of events conducted by MyGov*
- *Conducting webinar and panel discussions with domain experts in education, sports, transport, environment, etc.*
- *Creating good quality video and audio bytes for social media platforms*
- *Recording interviews*
- *Creating animated infographics/motion graphics with audio and sound effects*

In view of this, MyGov wants to engage a qualified and experienced agency having experience in the field of setting up of a Digital studio with infrastructure as mentioned in the "Bill of Quantity" of this RFP

2 Scope of Work

The System Integrator's (SI) scope is divided into two phases viz.

- Phase I – *Design Supply, Install, Test and Commission MyGov Digital Studio*
- Phase II - *Operation and Maintenance of the MyGov digital Studio*

The details in each of these phases are given below:

2.1 Scope of Work – Phase I - Implementation Phase

This phase commences from the issue of Letter of Intent (LoI)/ Work Order from MyGov till the successful commissioning and acceptance of Go-Live of Digital Studio by MyGov. This implementation phase runs for a period as described in this RFP. During this phase the selected System Integrator (SI) shall design, install, test & commission Digital Studio for MyGov in the predesignated space provisioned by MyGov.

In the design stage, the SI shall carry out the detailed assessment of the predesignated space, requirements, and use-cases envisaged for MyGov through the Digital Studio. Subsequently, the SI shall prepare comprehensive Digital Studio design optimally addressing all the MyGov's functional requirements & RFP conditions. The SI is expected to put up Digital Studio design meeting minimum BOQ requirements as specified in this RFP , which encapsulates design elements such as, *floor plan, elevations, acoustics, virtual backdrop(s), lighting, 360-degree sound proofing, vibration-dampers/noise-cancellation, AV-mixers solution (hardware & software), to record (video/audio) of rhetorical leadership bytes, discussions, etc.* SI shall design the Digital Studio considering the availability of adequate spare inventory of support infrastructures such as, collar mics, battery, accessories such AV/HDMI cables, UPS backup power.

It is to be noted that MyGov shall ensure availability of Internet connectivity, raw power, basic electrical sockets, and utilities at the identified space for Digital Studio.

MyGov shall review the design and share the approval on the same. The SI shall supply & install the same as per approved design. Post commissioning of Digital Studio the SI shall prepare the test cases for demonstration to MyGov for User Acceptance Testing (UAT). The same shall be reviewed by MyGov for its comprehensiveness, use-cases, and feedback for refinement, if any, would be shared to the SI. The SI shall independently carry out the testing based on the UAT test cases, upon successful completion of the test cases; the SI shall put forward a request to MyGov for demonstration of UAT.

The MyGov representatives shall review the UAT demonstration and shall record their observations if any in the UAT sign-off report. The SI shall address all pending actionable/observation if any and make the Digital Studio ready for operations. The SI as part of the commissioning process shall be required to share the following documents viz a) Operational Manual for all devices b) Standard Operating Procedures for various activities during O&M phase (such as booking of Digital Studio, studio etiquettes, security compliances, lighting guidelines, power backup, preventive maintenance, AMC contracts, etc.). The SI shall plan to train a minimum of 5 resources from MyGov across before Go-

live. On successful commissioning of digital studio and submission of necessary documents, MyGov would issue acceptance of Go-Live with date (i.e., O&M start date).

2.2 Scope of Work – Phase II - Operation & Maintenance (O&M)

This phase commences from O&M start date and runs for a period of 3 years. During this phase the SI shall need to comply with the O&M phase SLA prescribed in this RFP. The SI shall manage the operations of Digital Studio and ensure complete availability of Digital Studio infrastructure for optimal use. The SI shall deploy one skilled Camera Person to effectively manage the Digital Studio for a duration of One Year. The resource should be able to address the following roles but not limited to operation and maintenance of lights, photography, motion graphics, camera, AV mixing and editing, etc. SI shall ensure to comprehensively complete activities within the scheduled time as per service level agreements defined in this RFP. During the O&M phase the SI shall maintain asset log to track and trace the assets of the Digital Studio. The Camera Person needs to work collaboratively with the MyGov team for successful operations of the Digital Studio.

The SI shall also give training and refresher training to all the required MyGov representatives on effective use of Digital-Media infrastructure.

The payments to SI shall be done as per payment schedule prescribed in this RFP post deductions due to SLAs, if any.

This phase may be extended on yearly basis on mutually agreeable terms. At the end of the penultimate Quarter (i.e., 11th Quarter) the SI shall commence the knowledge transfer activities.

3 Bill of Quantity

The bidders shall ensure and provide all necessary infrastructures (any additional equipment, features, quantities, etc.) required to set up a Digital Studio to achieve the desired objective of this project. Bidder are required to submit the compliance to the technical specification of the equipment mentioned below. The minimum list of Bill of Quantities (BOQ) for the Digital Studio is tabulated below.

#	Item Description	Quantity	Unit	Reference to Technical Specification
1.	Interior Works with acoustic sound proofing	12 x 12 x 9.4 (Approx.)	Cu. ft.	
2.	Studio Lights	4	No.	Sec.4.1
3.	Broadcast Camera with Tripod	1	No.	Sec.4.2
4.	Digital Camera	1	No.	Sec.4.3
5.	External Hard Disk	1	No.	Sec.4.4
6.	Audio Mixer	1	No.	Sec.4.5
7.	Wireless Microphone	2	No.	Sec.4.6
8.	Boundary (Wired) Microphone	1	No.	Sec.4.7
9.	Handheld Gun Microphone	2	No.	Sec.4.8
10.	Digital Audio Workstation	1	No.	Sec.4.9
11.	Encoder, Streamer & Recorder	1	No.	Sec.4.10
12.	Headphone	1	No.	Sec.4.11
13.	Regulated Power Backup	1	No.	Sec.4.12
14.	Any other infrastructure deemed necessary	As required	Details to be provided in technical Proposal	NA

4 Technical Specifications

Some of basic interior works have been detailed below, however it is advised that the bidder shall make a prior site inspection before the bid submission and prepare a list of interior and civil requirements to comprehensively meet Digital Studio requirements and RFP conditions.

- **Backdrop** –Chroma wall may be considered for backdrop for Digital studio
- **Refurbishing** –Making the place suitable for interior works. Fixing any dents, finishing of the side wall with wall-putty to have even surface.
- **Carpet** - Providing and fixing Non-Woven Fabric carpet sheet in flooring of approved pattern on a smooth and damp-proof base using rubber adhesives of approved quality and manufacturer.
- **Soundproof wall panelling** - Supply and installation of wall panel of size 600x1200 x 20mm thick square edge. The system shall consist of prefabricated high density strands core. Panels are installed on Strut channels having knurled web by using suitable fasteners. Installed panels are backed with 10x50mm poly wool.
- **Civil Work-** carry out necessary civil work as per the requirement to make the studio operational.

4.1 Studio Lights

S. No.	Parameter	Specification
1.	Lights	<ul style="list-style-type: none"> • Power consumption 60W • Maxi lights complete with 2700K~5700K CCT 60W Chip on Board LED Lamp source
2.	Fixtures	Panel 2-Light Kit with Stands, accessories, and others
3.	Fixtures	2 x Light fixture mounting clamp Light Fixture dual safety chain

4.2 Broadcast Camera with Tripod

S. No.	Parameter	Specification
1.	Camera Type	Broadcast 1.0-type CMOS sensor Camcorder with 15x Zoom
2.	Effective Pixels	Minimum 8 MP
3.	Focus	Auto / Manual

4.	Codec	MP4 / AVC / equivalent
5.	Recording media	SDHC/SDXC Memory Card
6.	Media Card	Min. 1 x 2 Media Card – 128GB each
7.	Interfaces Others	Headphone terminal, mic jack, USB (mini- B), Remote A 2.5mm, HDMI and SDI output
8.	Tripod – Frame	Professional Aluminum Tripod
9.	Tripod Compatibility	Fluid Head with Mid-Level Spreader Compatible for above Camcorder

4.3 Digital Camera

S. No.	Parameter	Specification
1.	Sensor	35 mm full frame (35.9 x 23.9 mm) CMOS sensor
2.	Number of effective pixels	Minimum 30MP
3.	Focus	Manual/Auto
4.	Video Capture Resolution	2160p
5.	Headphone Terminal and other	<ul style="list-style-type: none"> • Min 3.5 mm Stereo minijack • Mass-storage / MTP • Bluetooth Standard Ver. 4.1 or higher • Digital Audio Interface
6.	Storage types	<ul style="list-style-type: none"> • SD/SDHC/SDXC - Minimum 128GB each • USB
7.	Other Specs	Remote control, Control for HDMI, Built-in stereo, USB Type-C Terminal, PC interface, USB Power Delivery compatible
8.	Compatible Lens Set	Lens Type: Telephoto Maximum Focal Length: Minimum 50 millimeters

4.4 External Hard Disk

S. No.	Parameter	Specification
1.	Compatibility	USB 3.0
2.	Capacity	5TB
3.	Works with	Windows/Mac

4.5 Audio Mixer

S. No.	Parameter	Specification
1.	Type	Analog Mixer with USB interface
2.	Channels	8 Channel Audio Mixer
3.	Inputs Mic -Preamps	2 x XLR or Balanced TRS
4.	Inputs Line	4 x 1/4" (2 x stereo), 2 x RCA
5.	Outputs	Main 2 x XLR
6.	Aux Sends	1 x 1/4"
7.	EQ Bands	3 Bands Equalizer
8.	Computer Connectivity: USB	2-in/2-out connectivity
9.	Supplied Accessories	All necessary cables and accessories should be supplied for completeness of the system

4.6 Wireless Microphone

S. No.	Parameter	Specification
1.	Microphone Type	Condenser
2.	Pick-up pattern	Omni-directional
3.	Switching bandwidth	≤30.5 MHz
4.	Signal-to-noise ratio	≥ 100 dBA
5.	Max SPL	≥100 dB
6.	Audio Frequency range	50Hz – 16 kHz
7.	Frequency range	As appropriate for MyGov
8.	Others	Receiver, Bodypack transmitter, power supply, microphone, batteries, and other standard accessories as required

4.7 Boundary Microphone

S. No.	Parameter	Specification
1.	Type	Condenser (electret bias)
2.	Output Impedance	EIA rated at 150 Ω (180 Ω actual)
3.	Sensitivity	Cardioid: ≤ -25 dBV

	(At 1 kHz, open circuit voltage)	Super cardioid: ≤ -25 dBV
		Omnidirectional: ≤ -22.0 dBV
4.	Maximum SPL	Cardioid: ≥ 100.0 dB
		Supercardioid: ≥ 100.0 dB
		Omnidirectional: ≥ 100 dB
5.	Signal-to-Noise Ratio	Cardioid: ≥ 65 dB
		Supercardioid: ≥ 65 dB
		Omnidirectional: ≥ 65 dB
6.	Dynamic Range 1 k Ω load at 1 kHz	>90.0 dB
7.	Frequency range	50 Hz – 17 kHz
8.	Others	Compatible Receiver, connectors, other standard accessories as required

4.8 Handheld Gun Microphone

S.No.	Parameter	Specification
1.	Primary Applications	Audio for Video, Location Sound
2.	Frequency range	40 Hz to 20 kHz
3.	Sensitivity	≥ 15 mV/Pa (Battery Power)
4.	Maximum SPL	≥ 100 dB SPL (Battery Power)
5.	Equivalent Noise Level	≤ 16 dB A-Weighted (Battery Power)
6.	Others	Compatible cable, battery and other standard accessories as required

4.9 Digital Audio Workstation

S. No.	Parameter	Specification
A	Microphone Input	
1.	USB	Bus-powered audio interface
2.	Mic input	1 (balanced xlr)
3.	Frequency response	20 hz – 20 khz (± 0.1 db)
4.	Dynamic range	≥ 100 db (A-weighted)
B	Line input 1	
5.	Frequency response	20 hz – 20 khz (± 0.1 db)
6.	Max input level	≥ 16 dbu
7.	Dynamic Range	110.5dB (A-weighted)
8.	THD+N	$\leq 0.004\%$
C	Inst Input 2	

9.	Frequency response	20 Hz – 20 kHz (+0.05 dB)
10.	Max input level	≤12 dBu
11.	Dynamic Range	≥100 dB (A-weighted)
12.	THD+N	≤0.004%
D	HEADPHONE OUTPUTS	
13.	Dynamic Range	104dB (A-weighted)
14.	Frequency response	15 Hz – 22 kHz
15.	THD+N	≤0.004%
16.	Impedance	≤10Ω
E	Main Output	
17.	Dynamic Range	≥100dB (A-weighted)
18.	Frequency response	15 Hz – 22 kHz
19.	THD+N	≤0.005%
20.	Max Output Level	≥7 dBu

4.10 Encoder, Streamer & Recorder

S. No.	Parameter	Specification
1.	H.264 Video Streaming Encoder and MP4 Recorder	Should support SRT streaming protocol
2.	Video Input	HDMI x1 SDI x1
3.	Minimum Supported Video Input Resolution	1080p 60/59.94/50 1080p 30/29.97/25/24/23.98 1080i 60/59.94/50 720p 60/59.94/50 480i 59.94, 576i 50
4.	Encode	H.264/AVC, Main/High Profile Level 4.1
5.	Video Bitrate	Record Only: ≥10Mbps Stream Only: ≥10Mbps Rec + Stream: ≥10Mbps
6.	Streaming Protocols	TS over TCP/UDP (unicast & multicast) RTSP over HTTP/TCP/UDP (RTSP Elementary Streaming) RTMP / RTMPS (Publish) HLS SRT
7.	Recording File Format	MP4
8.	Storage Media	SD Card x1 (File System: NTFS, FAT, exFAT)

4.11 Headphone

S. No.	Parameter	Specification
1.	Type	Dynamic stereo headphone
2.	Frequency response (Headphones)	21 - 18000 Hz
3.	Nominal impedance	24 Ω
4.	Sound pressure level (SPL)	≥100 dB (SPL)

4.12 Regulated Backup power

Regulated Backup power – SI needs to provision one 2KVA UPS with 30 minutes of power backup to ensure higher quality of power availability.

5 Project Timelines and Deliverables

The timeline for the entire work of Phase 1 and Phase 2, viz, Supply, Installation, Testing and Commission (SITC) of all equipment and its operation and maintenance (O & M) will be as mentioned in below table from the date of issue of Letter of Intent (LoI)/ Work Order.

#	Phase	Key Deliverables	Timelines
1	I	Commencement of project- Kick-off, stakeholder collaboration, requirement gathering for design	T + 5 Days
2	I	Approval of Design of Digital Studio	T + 10 Days
3	I	Supply of BoQ equipment as mentioned in RFP	T+ 45 Days
4	I	Site Preparation (interior, electrical, etc.) for Digital Studio	T + 50 Days
5	I	User Acceptance Testing (UAT) of MyGov Digital Studio	T+55 Days
6	I	Training of the MyGov Resource	T+57 Days
7	I	Go-Live (O&M Start Date)	G = T+60 Days
8	II	Commencement of Operation and Maintenance as mentioned in RFP 12 quarters as per SLA	G + 12 Quarters
9	II	Knowledge Transfer & Exit Management	G+12 th Quarter

Note:

- T – date of issue of Letter of Intent (LoI)/ Work Order

- Delay in meeting above mentioned timelines by the SI would lead to SLA non-compliances and may attract penalty as stated in this this RFP
- Delivery of hardware/software equipment to be made under the presence of nodal officer at his/ her office designated by MyGov
- SI should ensure to get a delivery challan signed by the nodal officer at MyGov

6 Service Level Agreement (SLA)

The Service Levels for each of the two phases of this engagement are defined below:

6.1 SLA – Phase I

SLAs for this phase will be applicable as per the table below

#	Metric	Timeline	Deduction
1	Go-Live to be successfully completed within T + 60 days	Go-Live = T + 60 days (Threshold)	Nil
		For every one-week delay over threshold (T+ 60 days)	0.5% of the Total Contract Value, CAPPED to 10% contract value

Note:

- In case deduction exceeds the maximum capping of 10% of contract value for Phase I SLA, MyGov has the right to invoke termination clauses laid out in this RFP.
- T – date of issue of Letter of Intent (LoI)/ Work Order

6.2 SLA – Phase II Scope

#	Device	SLA applicability	SLA parameter & Penalty (Quarterly basis)								
1	Digital Studio devices	<p>Critical:</p> <p>In case any device in the Digital Studio is NOT available or NOT functional for use i.e., not working then it is considered as critical call</p>	<p>Critical:</p> <table border="1"> <thead> <tr> <th>Any device Down</th> <th>Deduction (%)</th> </tr> </thead> <tbody> <tr> <td><= 2 days (threshold)</td> <td>Nil</td> </tr> <tr> <td>> 2 days & <= 5 days</td> <td>1% of the quarterly invoice amount per day of delay</td> </tr> <tr> <td>> 5 days</td> <td>2% of the quarterly invoice amount per day delay above the initial 2 days threshold.</td> </tr> </tbody> </table>	Any device Down	Deduction (%)	<= 2 days (threshold)	Nil	> 2 days & <= 5 days	1% of the quarterly invoice amount per day of delay	> 5 days	2% of the quarterly invoice amount per day delay above the initial 2 days threshold.
		Any device Down	Deduction (%)								
<= 2 days (threshold)	Nil										
> 2 days & <= 5 days	1% of the quarterly invoice amount per day of delay										
> 5 days	2% of the quarterly invoice amount per day delay above the initial 2 days threshold.										
<p>Non-Critical:</p> <p>In case any device is functional, but its performance is not at desired levels then such incidents are termed as non-Critical (E.g., slow operations, dim lights, etc.)</p> <p>Reference hours: 24x7x365</p> <p>Note: The critical and Non-critical SLA parameters will be firmed up by the MyGov in consultation with the SI.</p>	<p>Non-Critical:</p> <table border="1"> <thead> <tr> <th>Downtime</th> <th>Deduction (%)</th> </tr> </thead> <tbody> <tr> <td><= 2 days (threshold)</td> <td>Nil</td> </tr> <tr> <td>> 2 days & <= 5 days</td> <td>0.5 % of the quarterly invoice amount per day of delay</td> </tr> <tr> <td>> 5 days</td> <td>1% of the quarterly invoice amount per day delay above the initial 2 days threshold.</td> </tr> </tbody> </table> <p>Total deduction in any quarter is CAPPED to 20% of Quarterly Payment to SI</p>	Downtime	Deduction (%)	<= 2 days (threshold)	Nil	> 2 days & <= 5 days	0.5 % of the quarterly invoice amount per day of delay	> 5 days	1% of the quarterly invoice amount per day delay above the initial 2 days threshold.		
Downtime	Deduction (%)										
<= 2 days (threshold)	Nil										
> 2 days & <= 5 days	0.5 % of the quarterly invoice amount per day of delay										
> 5 days	1% of the quarterly invoice amount per day delay above the initial 2 days threshold.										
2	Camera Person	<p>If a resource is absent for 7 consecutive working days without any reasonable cause, then the resource will have to be replaced if required.</p>	<p>Rs. 5,000 replacement penalty for each absentee related replacement during the term of the project.</p>								
		<p>Replacement/ Closure of new position to be completed within the 15 days of MyGov raising the replacement request.</p>	<p>10% of the per month resource cost beyond 15 days</p>								

Note:

- The phase II SLAs shall be used to evaluate the performance of the services on a quarterly basis.
- Penalty levied for non-performance as per SLA requirements shall be deducted through quarterly payments due from MyGov.
- The upper limit of penalty shall be capped at 20% of the quarterly invoice amount. In case the calculated deduction exceeds 20% of quarterly invoice amount in 2 consecutive quarters, MyGov reserves the right to invoke the termination clause as defined in the RFP.

7 Payment Terms

#	Phase	Key Deliverables	Timelines	Amended Payment to the SI
1	I	Commencement of project- Kick-off, stakeholder collaboration, requirement gathering for design	T + 5 Days	-
2	I	Approval of Design of Digital Studio	T + 10 Days	-
3	I	Supply of BoQ equipment as mentioned in RFP	T+ 45 Days	-
4	I	Site Preparation (interior, electrical, etc.) for Digital Studio	T + 50 Days	-
5	I	User Acceptance Testing (UAT) of MyGov Digital Studio	T+55 Days	-
6	I	Training of the MyGov Resource	T+57 Days	-
7	I	Go-Live (O&M Start Date)	G = T+60 Days	76% of contract value
8	II	Commencement of Operation and Maintenance as mentioned in RFP 12 quarters as per SLA	G + 12 Quarters	2% of contract value per quarter for 12 quarters
9	II	Knowledge Transfer & Exit Management	G+12 th Quarter	

Note:

- The above payment is subject to deduction of taxes and SLAs as applicable.
- T – date of issue of Letter of Intent (LoI)/ Work Order

8 Instruction to Bidders

The bidding process for this RFP will be completed online through the Central Public Procurement portal (<https://eprocure.gov.in>).

The RFP document can be downloaded free of cost from the CPP portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the CPP Portal and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the CPP Portal using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on e-Procurement portal, the bidder must ensure that he/she should possess Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India.

The Bidders must upload all the required documents electronically in the PDF format except for the financial bid which will be electronically uploaded on the CPP portal in XLS format only.

Download of RFP Document

The RFP Document can be downloaded from the CPP portal: <https://eprocure.gov.in>

Further, it will be the Bidders responsibility to check for updated information on the above portal.

Assistance to Bidder regarding CPP Portal

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. [Phone number: 0120- 4001-002 or 0120-4001-005 or 0120-6277-787 And Email: support-eproc@nic.in].

8.1 Availability of Tender Document

The bidding process for this RFP will be completed online through the Central Public Procurement portal (<https://eprocure.gov.in>).

The RFP document can be downloaded free of cost from the CPP portal.

8.2 Period of Validity of Bids

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

In exceptional circumstances, MyGov may solicit the bidder's consent to an extension

of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting the bid security. A bidder granting the request will not be permitted to modify its bid.

8.3 Pre-Bid Meeting and Clarifications

8.3.1 Pre-bid Meeting

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

The queries should necessarily be submitted in the following format:

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

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

8.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

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

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

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

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

8.4 Language of Bid

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

8.5 Bid Submission

MyGov will evaluate the bid based on its clarity, correctness, and completeness with respect to the requirements as outlined in this RFP. Bids must be correct and complete in all aspects.

Bidder must ensure to follow and comply to the instructions for bidders for the e-submission of the bids online through the eProcurement Portal at the following link: <https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

- The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time are mentioned in the "Fact Sheet" of this RFP.
- All pages of the bid being submitted must be sequentially numbered by the bidder, should be signed and page referencing should be given in a tabular format highlighting key areas to qualify the technical criteria.
- The bidder will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by MyGov, failing which the offer will be treated as withdrawn.
- All pages of the bid document (.pdf) shall be numbered & signed/initiated by the authorized signatory.

8.6 Documents comprising the bid

The bid submitted by the bidder shall comprise following documents:

Technical bid in the formats specified in the RFP- Bidders need to provide all necessary information required to comply with bid security declaration requirement, eligibility and technical evaluation criteria as specified in RFP document respectively.

Financial bid to be uploaded in the BOQ format available in the CPP portal.

Any other information that is to be submitted during the bidding process.

8.7 Financial Bid

The financial bid should strictly conform to the formats to enable evaluation of bids. Special care must be taken to ensure that the bid does not have any hidden costs or conditional costs, as this shall make the bid liable for outright rejection.

The price components furnished by the bidder in accordance with format provided in this RFP, will be solely for the purpose of facilitating the comparison of bids by MyGov. This will not in any way limit the right of MyGov to contract on any other terms specified in the RFP.

Prices quoted by the bidder shall be fixed and no variation will be allowed under any circumstances. No open-ended bid shall be entertained and the same is liable to be rejected straightaway.

8.8 Modification and Withdrawal of Bids

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

8.9 Deadline for Submission of Bids

The bids (technical and financial) must be submitted on the CPP portal not later than date and time mentioned in the Fact Sheet. In the event of the specified date for the submission of bids being declared a holiday for MyGov, the bids will be received up to the appointed time on the next working day.

MyGov may, at its own discretion, extend the deadline for submission of bids by amending the bid document in which case all rights and obligations of MyGov and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

Any bid received by MyGov after the deadline for submission of bids prescribed by MyGov will be summarily rejected. MyGov shall not be responsible for any delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

8.10 Rejection of Bid

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

8.11 Indemnification & Limitation of Liability

- i. The agency (the "Indemnifying Party") shall undertake to indemnify MyGov (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- ii. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- iii. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of

infringement is caused by

- Indemnified Party's misuse or modification of the Service.
 - Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
 - Indemnified Party's use of the Service in combination with any product or information not owned or developed by the Indemnifying Party.
- iv. However, if any service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either:
- Procure the right for Indemnified Party to continue using it
 - Replace it with a non-infringing equivalent
 - Modify it to make it non-infringing.
 - The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- v. The indemnities set out above, shall be subject to the following conditions:
- The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
 - The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation, and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Défense.
 - If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
 - The Indemnified Party shall not prejudice, pay, or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
 - All settlements of claims subject to indemnification under this Clause will:
 - be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
 - the Indemnified Party shall account to the Indemnifying Party for all awards,

settlements, damages, and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.

- the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
 - if the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - if a Party makes a claim under the indemnity set out above in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- vi. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.
- vii. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss, or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in above) even if it has been advised of their possible existence.

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

8.12 Partnership

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

The bidder may subcontract only the following activities to a third-party agency:

- Civil and interior work
- Electrical work

However, the bidder will inform MyGov regarding any such sub-contracting and would be overall responsible for these activities.

The bidder will be solely responsible for the conduct of third-party agencies and its

employees to whom the bidder has sub-contracted these activities.

8.13 Bid Opening

- a) The bids will be opened, in three sessions, one for Pre-qualification bid, second for technical bid of those bidders who qualify the eligibility Criteria and third for financial bid of those bidders who qualify the Technical Criteria
- b) MyGov always reserves the rights to postpone or cancel a scheduled bid opening.
- c) In the event of the specified date of bid opening being declared a holiday for MyGov, the Bids shall be opened at the same time and location on the next working day.
- d) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- e) The Pre-Qualification section will be opened first by MyGov for Pre-Qualification /Eligibility bid evaluation.

8.14 Bid Security

Bidders shall submit the signed Bid security declaration as per the format specified in Annexure 3 form 6- Format for Bid Security Declaration addressed to CEO MyGov New Delhi and should be valid for the period of 180 days from the last date of bid submission.

The BSD (Bid Security Declaration) shall remain valid for a period of 180 days from the date of submission of the proposal.

In case the agency is found in breach of any condition(s) of this RFP, at any stage, legal actions per rules/laws, shall be initiated against the agency and Bid security declaration will be evoked.

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

8.15 Evaluation Process

MyGov will constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

Technical bids thus opened will be evaluated in detail by MyGov subsequently.

The decision of the Committee on the evaluation of responses to the RFP shall be final.

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

8.15.1 Eligibility Criteria

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

#	Criteria	Documentary Proof to be submitted by the bidder as evidence to the criteria
1	Bid security declaration	As per format provided in Annexure 3 Form 6
2	Valid authorisation details of the person(s) signing the bid document	Power of Attorney/Certified copy of Board Resolution. Please refer format specified in Annexure 3 Form 2 for Power of Attorney
3	<ul style="list-style-type: none"> i. Should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act. ii. Registered with the Income Tax Authorities iii. Registered with GST Network iv. Should have been in operation for the last 5 years. 	<ul style="list-style-type: none"> i. Certificate of Incorporation (Refer Annexure 3 Form 3) ii. Copy of PAN Card iii. Copy of GST registration certificate iv. Letter from Company Secretary/ Authorized Signatory / Statutory Auditor for being in operation since last 5 years
4	v. The bidder should have an average annual turnover of at least INR 1 crore during last five audited financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22)	A certificate duly certified by the statutory auditor / Chartered Account of the bidder mentioning the average annual turnover for audited last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22).
5	Experience of bidder in similar work in the field of digital studio set up and technical support services with	Details of the assignments as per Annexure 3 Form 4, along with the copy of work order and certificate of completion or one year of

#	Criteria	Documentary Proof to be submitted by the bidder as evidence to the criteria
	minimum 3 projects each having contract value of INR 15 lakh or more in India. The work order should have been issued within the last 5 years, as on 31 Mar 2023.	successful operation issued by the client.
6	The bidder should not have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	Certificate duly signed by an authorised signatory of the bidder as per Annexure 3 Form 5 of this RFP
7	The bidder should submit bid specific Letter of Authorization issued by respective OEMs for following Items: 1. Broadcast Camera with Tripod 2. Digital Camera 3. Encoder, Streamer & Recorder 4. Power Backup For other items, bidder shall provide self-undertaking that the items are original and procured from OEM or OEM authorized reseller.	Manufacturing Authorization Form (MAF) from OEM

Note:

- i. If the bidder is a Micro or Small Enterprise/Start-up as per latest definitions under MSME/ Department of Industrial Policy & Promotion (DIPP) rules, the bidder shall be exempted from the requirements of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents, as applicable to prove his eligibility for exemption must be submitted for evaluation.
- ii. Bidder needs to upload signed a copy of RFP as a token of acceptance of the RFP terms and conditions.
- iii. If there is a change in the status of the bidder which may lead to non-compliance to the eligibility criteria, at any stage during the bid process till the award of the contract, the bidder should immediately bring the same to the notice of MyGov. In this case the MyGov may take appropriate steps which may also lead to rejection of the bid.

8.15.2 Technical Evaluation Criteria

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

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

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

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

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score
Organisation Turnover				
1	Average annual turnover in last 5 financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22)	If average annual turnover is: <ul style="list-style-type: none"> • ≥ 1 Cr & ≤ 3 Cr: 5 marks • > 3 Cr & ≤ 5 Cr: 10 marks • > 5 Cr: 15 marks 	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for last 5 financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22)	15
Organisation Experience				
2	Experience of bidder in similar work in the field of digital studio set up and technical support services having project each of contract value of INR 15 lakh or more in India. The work order should have been issued within the last 5 years, as on 31 Mar 2023.	Award of score would be as per the details given below for fully functional Digital studio setup as on the date of submission of the bid: <ul style="list-style-type: none"> =3 Projects: 5 marks =4 Projects: 7 marks ≥ 5 Projects: 10 Marks 	Details of the assignments as per Annexure 3 form 4, would be referred for details. The bidder also needs to provide following: <ul style="list-style-type: none"> • Copy of the work order • Certificate of completion or one year of successful operation issued by the Client. 	10
4	Camera Person (One)	i. Highest Educational	CV of the on-site	

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score
		Qualification: <ul style="list-style-type: none"> Graduate: 2marks Postgraduate: 3 marks ii. Experience in similar work <ul style="list-style-type: none"> 3 -5 years:2 marks > 5 years: 3 marks iii. Interview: 4 marks	engineer as per Annexure 3 form 7 mentioned in this RFP	10
Understanding, Approach & Digital Studio setup design				
5	Approach & methodology	<ul style="list-style-type: none"> Approach towards design of Digital Studio, including sample layouts, innovations in layouts, best practices based on similar experience, etc. – 30 marks 	<ul style="list-style-type: none"> Document on approach for Studio Design and implementation along with Technical Proposal 	30
6	Technical Presentation	<ul style="list-style-type: none"> Understanding of Requirement Design Concept Innovation proposed Unique Selling Proposition (USP) solution proposed including proposing products from respective market leading OEMs, end-of-life support period, upgradation of supplied equipment (e.g., digital camera), and back-to-back AMC support from OEM on same SLAs – 20 marks Value Proposition <ul style="list-style-type: none"> Digital camera specifications higher than those provided in the RFP e.g., resolution > 30 MP - 10 marks Broadcast Camera specifications higher than those provided in the RFP e.g., resolution > 8 MP – 5 marks 		35
Total Score				100

8.15.3 Financial Evaluation Criteria

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

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

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

F_m is lowest financial quote among all technically qualified bids

Fb is financial quote by the bidder being evaluated

For evaluation of the financial bid, the total financial quote (Annexure 3: Form 9 and 10) for all the activities would be considered.

8.15.4 Method of Selection

- i. For final selection of the bidder, the technical qualified bid will be given a weightage of 70% based on criteria for evaluation.
- ii. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 30%. For working out the combined score, MyGov will use the following formula:

- iii. **Total Score (H)= (0.7 x T) + (0.3 x F)**

Here

T stands for technical score and

F stands for Financial Score

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

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

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

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

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

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

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

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

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

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

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

8.15.5 Award of Contract

MyGov reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time before the project is awarded, without thereby incurring any

liability to the affected bidder or bidders, with or without assigning any reason.

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

Signing/Issue of Contract/Work order: The contract/work order shall be signed on all the pages by the person(s) duly authorized to bind the successful bidder to the contract/ work order. MyGov may discuss certain terms with the successful bidder before signing/ issuing the contract/ work order. The bidder with whom the contract/work order is signed/ issued will be the "SI for Design, Install, Test, Commission, Operate & Manage the Digital Studio for MyGov".

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

8.15.6 Performance Security

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

The performance security shall be denominated in Indian Rupees only.

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

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

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

In the event of the selected bidder being unable to service the contract/ work order for whatever reason, the MyGov would revoke the performance security. Notwithstanding and without prejudice to any rights whatsoever of MyGov under the contract/ work order in the matter, the proceeds of the performance security shall be payable to MyGov as compensation for any loss resulting from the selected bidder's failure to complete its

obligations under the contract/ work order. MyGov shall notify the selected bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the selected bidder is in default.

MyGov shall also be entitled to make recoveries from the selected bidder's bills, performance security, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement. Any such occurrence should be brought to the notice of MyGov.

8.16 Annulment of Award

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

8.17 Fraud and Corrupt Practices

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

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

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

"Corrupt practice" means

the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MyGov who is or has been associated in any manner, directly or indirectly with the selection process before or after the execution thereof, at any

time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MyGov, shall be deemed to constitute influencing the actions of a person connected with the selection process); or

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

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

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

“Undesirable practice” means

establishing contact with any person connected with or employed or engaged by MyGov with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or

having a conflict of interest; and

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

8.18 Exit Management

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

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

Exit Management Plan

The selected bidder shall submit "Exit Management Plan" to MyGov at the of Quarter 12 of O&M phase, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to scope of work and RFP terms.

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

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

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

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

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

8.19 Termination of Contract

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

- In case, the overall penalty/deduction for the selected bidder exceeds 10% of the contract value.
- MyGov is of the opinion that there has been such an event of default on the part of the selected bidder which would make it proper and necessary to terminate this contract and may include failure on the part of the selected bidder to respect any of its commitments about any part of its obligations under this contract.
- The selected bidder has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- If staffing personnel and/or services as per the scope of work under the contract with MyGov is not found acceptable by MyGov.
- The selected bidder has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
- The selected bidder has acted in any manner to the detrimental interest, reputation, dignity, name, or prestige of MyGov.

9 Annexures

9.1 Annexure 1: Compliance to Eligibility Criteria

#	Criteria	Documentary Proof to be submitted by the bidder as evidence to the criteria	Compliance (Yes/No)
1	Bid security declaration	As per format provided in Annexure 3 Form 6	
2	Valid authorisation details of the person(s) signing the bid document	Power of Attorney/ Certified copy of Board Resolution. Please refer format specified in Annexure 3 Form 2 for Power of Attorney	
3	<ul style="list-style-type: none"> i. Should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act. ii. Registered with the Income Tax Authorities iii. Registered with GST Network iv. Should have been in operation for the last 5 years. 	<ul style="list-style-type: none"> i. Certificate of Incorporation (Refer Annexure 3 Form 3) ii. Copy of PAN Card iii. Copy of GST registration certificate iv. Letter from Company Secretary/ Authorized Signatory / Statutory Auditor for being in operation since last 5 years 	
4	The bidder should have an average annual turnover of at least INR 1 crore during last five audited financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22)	A certificate duly certified by the statutory auditor / Chartered Account of the bidder mentioning the average annual turnover for audited last five financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22).	
5	Experience of bidder in similar work in the field of digital studio set up and technical support services with minimum 3 projects each having contract value of INR 15 lakh or more in India. The work order should have been issued within the last 5 years, as on 31 Mar 2023.	Details of the assignments as per Annexure 3 Form 4, along with the copy of work order and certificate of completion or one year of successful operation issued by the client.	

#	Criteria	Documentary Proof to be submitted by the bidder as evidence to the criteria	Compliance (Yes/No)
6	The bidder should not have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	Certificate duly signed by an authorised signatory of the bidder as per Annexure 3 Form 5 of this RFP	
7	The bidder should submit bid specific Letter of Authorization issued by respective OEMs for following Items: 1. Broadcast Camera with Tripod 2. Digital Camera 3. Encoder, Streamer & Recorder 4. Power Backup For other items, bidder shall provide self-undertaking that the items are original and procured from OEM or OEM authorized reseller.	Manufacturing Authorization Form (MAF) from respective OEMs	

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

9.2 Annexure 2: Compliance to Technical Evaluation Criteria

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score
Organisation Turnover				
1	Average annual turnover in last 5 financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22)	If average annual turnover is: <ul style="list-style-type: none"> • ≥ 1 Cr & ≤ 3 Cr: 5 marks • > 3 Cr & ≤ 5 Cr: 10 marks • > 5 Cr: 15 marks 	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for last 5 financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22)	15
Organisation Experience				
2	Experience of bidder in similar work in the field of digital studio set up and technical support services having project each of contract value of INR 15 lakh or more in India. The work order should have been issued within the last 5 years, as on 31 Mar 2023.	Award of score would be as per the details given below for fully functional Digital studio setup as on the date of submission of the bid: <ul style="list-style-type: none"> =3 Projects: 5 marks =4 Projects: 7 marks ≥ 5 Projects: 10 Marks 	Details of the assignments as per Annexure 3 form 4, would be referred for details. The bidder also needs to provide following: <ul style="list-style-type: none"> • Copy of the work order • Certificate of completion or one year of successful operation issued by the Client. 	10
4	Camera Person (One)	v. Highest Educational Qualification: <ul style="list-style-type: none"> • Graduate: 2marks • Postgraduate: 3 marks v. Experience in similar work <ul style="list-style-type: none"> • 3 -5 years:2 marks • > 5 years: 3 marks vi. Interview: 4 marks	CV as per Annexure 3 form 7 mentioned in this RFP	10
Understanding, Approach & Digital Studio setup design				
5	Approach & methodology	<ul style="list-style-type: none"> • Approach towards design of Digital Studio, including sample layouts, 	<ul style="list-style-type: none"> • Document on approach for Studio Design and 	30

#	Technical Evaluation Criteria	Evaluation parameter	Document required	Max Score
		innovations in layouts, best practices based on similar experience, etc. – 30 marks	implementation along with Technical Proposal	
6	Technical Presentation	<ul style="list-style-type: none"> • Understanding of Requirement • Design Concept • Innovation proposed • Unique Selling Proposition (USP) solution proposed including proposing products from respective market leading OEMs, end-of-life support period, upgradation of supplied equipment (e.g., digital camera), and back-to-back AMC support from OEM on same SLAs – 20 marks • Value Proposition <ul style="list-style-type: none"> ○ <i>Digital camera specifications higher than those provided in the RFP e.g., resolution > 30 MP - 10 marks</i> ○ <i>Broadcast Camera specifications higher than those provided in the RFP e.g., resolution > 8 MP – 5 marks</i> 		35
Total Score				100

9.3 Annexure 3: Bid Submission Formats

9.3.1 Form 1: Cover Letter

[On the letterhead of the organization]

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

Sub: "System Integrator (SI) to Design, Install, Test, Commission, Operate & Manage the Digital Studio for MyGov"

Dear Sir,

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

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

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

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

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

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

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

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

It is certified that the information furnished herein and as per the bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered

with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

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

We understand that the project is on an outsourced basis and any component or service required for completion of the project will be made available by us to MyGov, without any additional financial implication, except those explicitly mentioned in the RFP.

We confirm that we will be responsible for the security of all the data captured or shared with our system. We further undertake that both our company (including subsidiaries and parent companies) and directors are directly or indirectly not managing related work which conflict with the operations of Digital Studio.

We hereby confirm that we comply with the cross-border violation guidelines

(<https://pib.gov.in/PressReleasePage.aspx?PRID=1640778> , <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>) issued by Government of India.

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

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

Dated this _____ day of _____ 2023

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

9.3.2 Form 2: Power of Attorney

POWER OF ATTORNEY

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

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

Dated this _____ day of _____ 2023

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title, and Address of the Attorney)

Date:

Note:

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

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

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

9.3.3 Form 3: Certificate of Incorporation

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

Supporting Documents: Please enclose a copy of Certificate of Incorporation/ Registration.

9.3.4 Form 4: Experience Details

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

9.3.5 Form 5: No Blacklisting Certificate

[On the letterhead of the organization]

Non-Blacklisting Certificate

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

In case our organization gets blacklisted by any Government entity, even during the contract period, we will inform the MyGov in writing within 15 days from the date of blacklisting. In case of concealing any such information with MyGov, we are liable for the termination of the contract.

Signature:

Name of the Authorized Signatory:

Designation:

9.3.6 Form 6: Format for Bid Security Declaration

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

Tender Ref. Number:

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

Subject: Bid Security Declaration for System Integrator (SI) to Design, Install, Test, Commission, Operate & Manage the Digital Studio for MyGov

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

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

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

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

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

In any other case specifically provided for in Tender.

Signature_____

Name of the Bidder_____

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

Date Signed_____ 2023

9.3.7 Form 7: Format for CV of Camera Person

i. The bidder should submit the CV of Camera Person for evaluation in the below format:

CV Format – I				
1.	Name			
2.	Proposed position			
3.	Date of birth			
4.	Years with bidder’s firm (if applicable)			
5.	Nationality			
6.	Education			
	Degree (Specialization)	Institution	Year in which obtained	
7.	Professional certifications			
	Certification	Accreditation date	Valid up to date	
8.	Languages details (Languages should be graded as <u>basic, average, and advanced</u> depending on the reading, writing, speaking skill of the resource person)			
	Language known	Reading	Writing	Speaking
9.	Area of expertise (It will be preferred if the resource person has expertise in areas relevant to the role defined for this project. It is expected that the same should be reflected in work experience details required in this format)			
10.	Employment record (starting with present position, list in reversed order every employment held for the last ten years and state the start and end dates of each employment)			
	Employer	From	To	Position held and description of duties
11.	Work experience details (Work undertaken that best illustrates resource person’s capability to handle the work proposed in MyGov project and tasks performed. Preference should be given to those projects in which the ‘position held’ by the resource person is like ‘proposed position’ for the project.)			
	Project 1: (Please mention the details of <u>each</u> project separately)			
	Client name:		Position held:	
	Activities Performed:			
	Project 2:			
	Client name:		Position held:	
Activities Performed:				

9.3.8 Form 8: Format for Non-Disclosure Agreement

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

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

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

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

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

Definitions. As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Which Department agrees in writing is free of such restrictions.

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

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

Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/ or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any

affiliates, subsidiaries, associates and/ or third party without prior written approval of the disclosing party.

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

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

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

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

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

The place of arbitration shall be the New Delhi

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

The proceedings of arbitration shall be conducted in English language.

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

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

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

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

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

Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

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

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

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

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

9.3.9 Form 9: Format for Submission of Financial Bid

Financial Bid Covering Letter (Letterhead)

<Location, Date>

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

Subject: System Integrator (SI) to Design, Install, Test, Commission, Operate & Manage the Digital Studio for MyGov

Dear Sir,

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

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

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

Our Financial Bid is inclusive of all the Hardware/ Software/ Manpower costs as defined in the commercial format.

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

Yours sincerely,

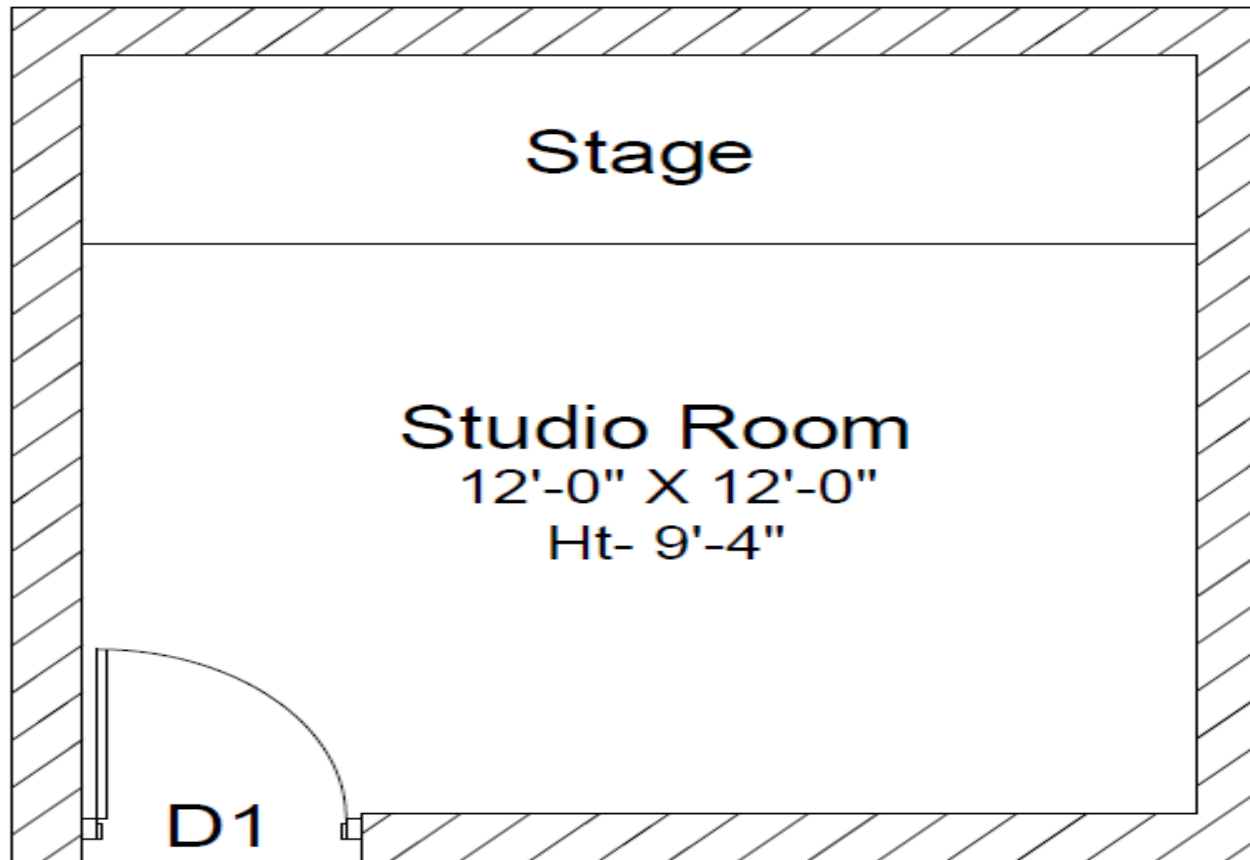
(Authorized Signatory)

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

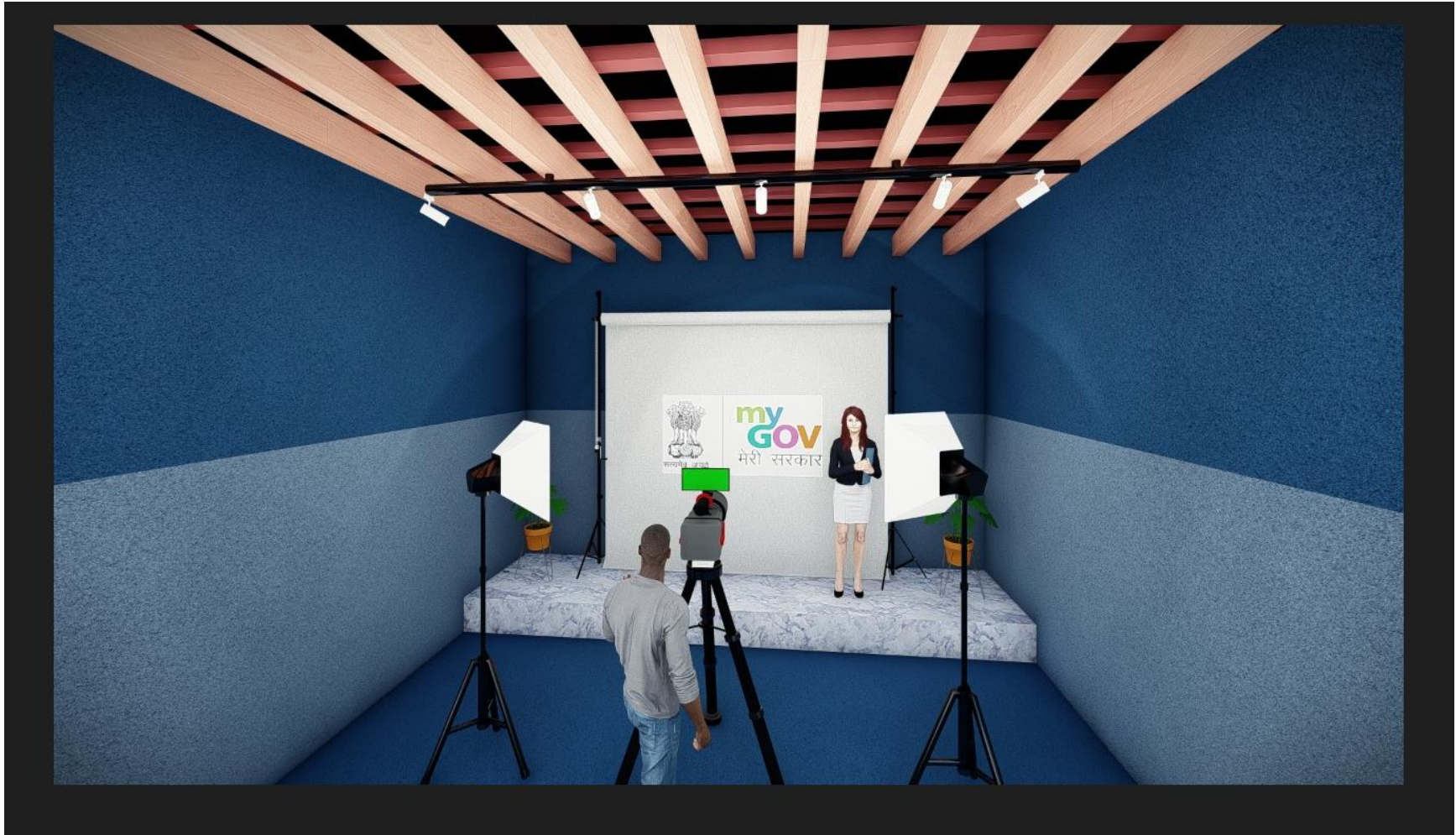
9.3.10 Form 10: Format for Submission of Financial Bid

#	Item Description	Quantity	Unit	Price Per Unit inclusive of tax (INR)	Total Price (INR) (Inclusive Tax)
1.	Interior Work with acoustics sound proofing				
2.	Electrical works and One 2 KVA UPS Power Backup		Lumpsum		
3.	Studio Lights	4	No.		
4.	Broadcast Camera with Tripod	1	No.		
5.	Digital Camera	1	No.		
6.	External Hard Disk	1	No.		
7.	Audio Mixer	1	No.		
8.	Wireless Microphone	2	No.		
9.	Boundary (Wired) Microphone	1	No.		
10.	Handheld Gun Microphone	2	No.		
11.	Digital Audio Workstation	1	No.		
12.	Encoder, Streamer & Recorder	1	No.		
13.	Headphone	1	No.		
14.	AMC for 2 Years	2	Years		
15.	Camera Person for one year	1	No.		
Total Project Cost (In INR):					

9.4 Annexure 4: Tentative Room layout for Digital Studio for MyGov



9.5 Annexure 5: Sample Elevation for Digital Studio for MyGov (Illustrative Design)



-----XXXXX-----