Request for Proposal for Selection of Agency for Managing MyGov Infrastructure

Ref No.:2(13)/2016-MyGov

July2017

Disclaimer

The information contained in this Request for Proposal(hereinafter referred to as "RFP") document is provided to the Bidder(s), by MyGov, Ministry of Electronics and Information Technology (hereinafter referred to as "MeitY"), on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the MyGov cell, its employees and/or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

The MyGov Cell, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The MyGov Cell may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document without any further notice.

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1   Important Information

1.1   Fact Sheet

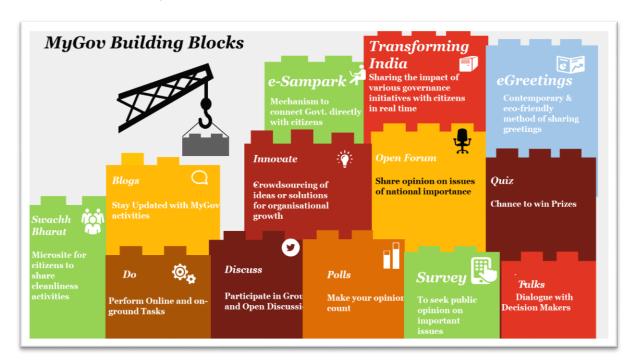| S. No.	Details
1.	The method of selection is: **Least Cost Selection** Commercial of the technically qualified bidders (i.e. bidder scoring **70% mark** in Technical Round) shall be called for financial bid opening.
2.	RFP can be downloaded from http://meity.gov.in/tenders & tender.gov.in
3.	Earnest Money Deposit (EMD) of amount Rs. 10,00,000/- (INR Ten Lakh Only) by Demand Draft in favor of "Media Lab Asia-MyGov" and payable at New Delhi from any of the nationalized/ scheduled commercial bank. The EMD must remain valid for 180 days after the submission date of proposal. OR Bank Guarantee as mentioned in section 9.2 Or MSME Certificate as mentioned in Section 4.1
4.	Engagement is linked to: Deliverables through onsite deployment of Manpower and backend support as required (Time & Manpower)
5.	The assignment is phased: No

6.	For the purpose of any clarification the bidders may contact the following between 10 AM to 5 PM on all working days till 13ᵗʰJuly2017
	
	    o **Address:** Room No. 3015, 3ʳᵈFloor, MeitY, 6 CGO Complex, Lodhi Road, New Delhi - 110003
	    o **Phone:** 011-24301313
	    o **Mail ID:** promotions.mygov@nic.in

7.	Pre-bid queries can be sent to MyGov on promotions.mygov@nic.in till **12.00 PM of 6ᵗʰJuly 2017.**
8.	Pre-bid Meeting for clarification of queries has been scheduled at **03.00 PM** on **6ᵗʰJuly 2017** at Room 4009,MeitY, 6 CGO Complex Lodhi Road, New Delhi – 110003
9.	Response to Pre-bid queries to be released tentatively on **7ᵗʰ July 2017**(**Tentatively**)
10.	The Nodal Agency/Department envisages any downstream work: **No**
11.	Proposals should be submitted in the following language(s): **English**
12.	Taxes: **As applicable as per Government of India notification(s)**
13.	Proposals must remain valid for 180 days after the submission date; i.e **14ᵗʰ July 2017**

S. No.	Details
14.	Bidders must submit: • An original and one additional copies of each proposal along with one copy in non-editable CD each for Prequalification & Technical Proposal respectively • One original copy of the Commercial Proposal with one copy in non-editable CD for Commercial Proposal detailing the calculations of proposal • Each proposal (Prequalification, Technical and Commercial) to be sealed in separate envelopes addressed to the following address specifying date and time of submission. Bidder should also provide the contact details of bidding organization. • All the aforementioned envelopes to be submitted in one sealed envelope addressed to the following address specifying date and time of submission. Bidder should also provide the contact details of bidding organization.
15.	The proposal submission address is: CEO, MyGov Room No. 3015, Third Floor 6, CGO Complex, Lodhi Road, New Delhi- 110013 On or before **14th July 2017 by 3:00 PM** **Note**- *MyGov will not be responsible for the late receipt of bids in the office of CEO, MyGov. Bidder is responsible to ensure that all the required bid documents as per this RFP are submitted in the office of CEO MyGov before the due date and time of bid submission.*
16.	Proposals must be submitted no later than the following date and time at the aforementioned venue: **Date –14th July2017** **Time –**3:00 PM
17.	Bid Opening **Date –14th July2017** **Time –**4:00 PM
18.	Technical Capability Demonstration only by the pre-qualified bidders may be (tentatively) held at MeitY, CGO Complex, Lodhi Road, New Delhi on **25th July 2017**. Detailed schedule shall be informed to the pre-qualified bidders.
19.	Financial Bid Opening The commercial bid opening of the technically qualified bidders is tentatively scheduled on **25thJuly 2017 post the technical presentation of the bidders** at MeitY (Tentatively 5 PM), Electronics Niketan. Detailed schedule shall be informed to the technically qualified bidders.

2   Invitation for Proposal

2.1   About MyGov

a. The MyGov Portal or www.mygov.in is a major initiative of the Government of India for ushering in an era of good governance and for improving the quality of basic governance in all those areas, which are of concern to the common man. In all decisions of national importance, citizens now can have their say. MyGov provides an Internet-based platform to enable all citizens, irrespective of location in India or even abroad, to contribute to the democratic process of ideation, feedback and participation in policy formulation and execution. The goal of MyGov is to make Citizen Engagement an integral part of Governance Policy/Scheme/Project Planning and implementation. The portal was formally launched by Hon'ble Prime Minister of India on 26th July, 2014.

b. MyGov is already catering to more than 40 lac users. It is being run by the Ministry of Electronics and Information Technology (MeitY). The technical support and infrastructure is being managed by the National Informatics Centre (NIC). There are more than 45 ministries on-board, reaching out to the citizens through the fundamental concepts of Do and discuss leveraging the platform. There are more than 135 volunteers who are already engaged with the platform. As further improvements are being made to the platform, more departments and organizations would be brought on board, leading to a greater uptake of the platform. MyGov facilitates dialogue, discussion, deliberation and information dissemination between citizens and government, now in the following ways. But various citizen engagement models may evolve which needs to be deployed and managed.

- **'**Discuss' – To discuss and deliberate on various governance issues such as Swachh Bharat, Digital India, or State / UT specific initiatives, through subject or Ministry-specific groups.

- 'Do'- This section includes tasks and activities (online and on-ground) encouraging users to showcase their creative skills.

- 'Disseminate' – This section provides insights about MyGov activities through updates, as well as sharing info-graphics, e-Books and editorials on issues of policy and governance

- Creative Corner – To facilitate departments to organize various contests for crowdsourcing creative ideas such as logo designs and taglines.

- Open Forum – Platform where citizens can share views on topics of national importance (Eg: Ideas for Prime Minister's Independence Day Speech)

- Opinion Polls – To gauge the pulse of the citizens through voting on current issues of public importance, surveys organized by different departments to collect user information.

- MyGov Talks – To enable live interactions with senior government decision makers, domain experts and eminent academicians on current governance topics and initiatives.

- MyGov Quiz – MyGov has launched a Quiz module to intellectually engage the citizens about polity, history, culture, heritage and similar other facets of India through this platform. MyGov has hosted multiple quizzes for the stakeholder ministries and departments – Indo-Africa Quiz, Handloom Quiz, Yoga Quiz, Gandhi Quiz, and Ek Bharat Shrestha Bharat Quiz.

- survey.mygov.in - A dedicated micro-site for hosting surveys for different ministries and departments seeking public opinion on important issues

- innovate.mygov.in - A dedicated micro-site created for fostering innovation and entrepreneurship and providing a platform for incubating start-ups

- transformingindia.mygov.in - Dedicated micro-site to share progress in government's policies, programmes and flagship schemes.

- swachhbharat.mygov.in - Dedicated micro-site for Swachh Bharat Mission enabling pledges, challenges and uploading photographs and videos.

- blogs.mygov.in - a dedicated micro-site providing insights about the activities managed by MyGov. Blogs are also used to announce the winners of the creative contests on MyGov.

2.2   Few Prominent initiatives of MyGov

- People's participation in pilot projects and schemes such as the Digital India, Skill India, AMRUT, Smart Cities, Atal Innovation Mission, BetiBachaoBetiPadhao would continue to be facilitated through MyGov

- The name, structure and themes of Prime Minister's radio programme, Mann Ki Baat are crowdsourced through MyGov

- Grass-root consultations from village level to the National level for New Education Policy and other envisioned policies would be carried out through survey.mygov.in

- The Mobile App of the Prime Minister's Office is being designed and developed in a crowdsourcing mode.

- In collaboration with Intel, DST and IIM-A, MyGov would help start-ups and budding entrepreneurs "Innovate for Digital India" with innovate.mygov.in

- Making Swachh Bharat Mission a people-powered with swachhbharat.mygov.in and the launch of a dedicated mobile app. Citizens can post "before" and "after" pictures/videos and nominate friends and family members to participate in the campaign.

- MyGov has introduced Speech to Text Solution for Prime Minister's Mann Ki Baat. This feature will be further extended for other activities.

- Rate My Government, an online survey for citizens to rate Government of India's performance

- Live online interactions of various Union ministers with citizens on topics that matter

- A contest, in collaboration with NITI Aayog and UN in India, to crowdsource stories celebrating the indomitable spirit of women who have made a difference

- An innovation contest inviting innovators to share ideas and get mentorship, incubation and seed funding

- e-Sampark, a web portal, enabling the Government to connect with citizens through mailers, outbound dialing and SMS campaigns, and citizens to subscribe to these services

- Fortnightly campaigns to reach out to citizens to update them about the government activities and new initiatives.

- Centralized platform for entire citizen consultations for Smart Cities Mission with more than 25 lakh inputs received from across the country

- Crowdsourced logos for Swachh Bharat, Pradhan Mantri Jan DhanYojana, Digital India, New Education Policy, National Digital Literacy Mission and the BRICS Summit

- Wide range of contests and discussions for prominent programmes like Digital India, Skill India, AMRUT, Atal Innovation Mission and BetiBachao, BetiPadhao

- MyGov introduced to citizens a portal " transformingindia.mygov.in" highlighting the activities and actionable being taken by current government in form of a dashboard, info-graphics

- Creation of MyGov merchandise portal, a platform for government department, ministries to reach out to MyGov users with their merchandise.

- MyGov was instrumental in organizing the largest and first Town hall for PM in India.

- Basic structure of the Ek Bharat Shrestha Bharat programme crowdsourced through MyGov

- 50 most publicly accessed Government buildings in selected 50 cities identified through MyGov as part of the Accessible India Campaign

- Sandesh to soldier campaign

2.3   System Architecture

MyGov Infrastructure runs primarily on Red Hat Linux &few Open Source components. The components in detail are elaborated below.

- Red Hat Enterprise Linux (RHEL)
- LAMP Stack bundled as part of the RHEL Distribution
- Maria DB
- PHP FPM
- Rsyslog
- Red Hat Enterprise Virtualization (RHEV)
- Red Hat Satellite
- Red Hat cluster suite (High availability add-on)
- NGINX
- Redis/Dynomite
- HA proxy/MaxScale
- Drupal/Wordpress as CMS
- CouchBase: DB + MemCache+ Moxi: Used for documents and No-SQL DB
- Varnish
- Nagios
- Kibana/Logstash /Elasticsearch (ELK Stack for dashboard & management of server logs)
- GIT and Puppet Server
- Docker + Kubernetes+ OpenShift Origin/Rancher

MyGov application which is built on top of Drupal as CMS Platform runs with stack/underlying Platform as per the above open source tools mentioned.

Below is the estimation of the present landscape:
- No of Servers (Physical): 80 in total
- Web / Application: NGINX + Drupal : 250 - 300 Servers (VM)
- DB (Maria and CouchBase): 20 Servers (Physical/VM)

2.2 Requirement of this RFP

The requirement is to deploy, manage and monitor both Red Hat as well as Open Source components detailed above. But there could more such Open Source Components required to be tested, deployed, managed and monitored as required by MyGov from time to time during the engagement period.

3   Instructions to Bidders (ITB)

3.1   General

a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the services to be delivered to meet MyGov requirements.

b. All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the MyGov on the basis of this RFP

c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the MyGov. Any notification of preferred bidder status by the MyGov shall not give rise to any enforceable rights by the Bidder. The MyGov may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the MyGov.

d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2   Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

a. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal. Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.

b. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the authorized person signing the Proposal.

c. The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s). The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.

d. In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in case it is declared late pursuant and for mailing purposes.

e. Proposals received by facsimile shall be treated as defective, invalid and rejected.

f. Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.

g. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

3.3   Compliant Proposals / Completeness of Response

a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid/proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

    i. Comply with all requirements as set out within this RFP

    ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP

    iii. Include all supporting documentations specified in this RFP

3.4 Pre-Bid Meeting and Clarifications

3.4.1 Bidders Queries

a. Any clarification regarding the RFP document and any other item related to this project can be submitted to MyGov as per the submission mode and timelines mentioned in this document. It is necessary that the **pre-bid** queries should be submitted in **excel sheet format, along with name and details of the organization submitting the queries.**

b. MyGov shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by MyGov. Further MyGov will reserve the right to issue clarifications.

c. Bidders must submit their queries as per the template shared below.

S. No.	Company Name	Section No.	Page No.	Name and number of sub category / table, if any	Item description	Query	Description of requested change

3.4.2 Pre-bid conference

a. MyGov shall hold a pre-bid conference/meeting as mentioned in the fact sheet.

b. Bidders can send their queries as per the details mentioned in the fact sheet.

3.4.3 Responses to Pre-Bid Queries and Issue of Corrigendum

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

b. 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.

c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website http://meity.gov.in/tenders & http://tenders.gov.in.

d. Any such corrigendum shall be deemed to be incorporated into this RFP.

e. In order 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 Proposals.

3.5 *Right to Terminate the Process or proposal*

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

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

3.6 *Submission of Proposals*

a. The bidders should submit their responses as per the format given in this RFP in the following manner

   i. "Pre-Qualification Proposal ": (1 Original + 1 Copy + 1 CD+ EMD) in first envelope
   ii. "Technical Proposal "- (1 Original + 1 Copy + 1 CD) in second envelope
   iii. "Commercial Proposal" - (1 Original + 1 CD with detailed calculations) in third envelope

b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.

d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal, and Commercial Proposal should be put in another single sealed envelope clearly marked "Request for Proposal for Selection of Agency for MyGov Infrastructure Management" against 2(13)/2016-MyGov and the wordings "DO NOT OPEN BEFORE 14th July 2017; 4:00 PM as mentioned in the fact sheet.

e. Each envelope thus prepared should also indicate clearly the name, address, telephone number, **e-mail ID and fax number of the bidder** to enable the Bid to be returned unopened in case it is declared "Late" or as the case maybe.

f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

i.   In case of any discrepancy observed by MyGov in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j.   Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by MyGov in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.7   Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the procurement process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MyGov to facilitate the evaluation process, developing & demonstrating "Proof of Concept cum Technical Presentation" and in negotiating a definitive contract or all such activities related to the bid process.

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

3.8   Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.9   Amendment of Request for Proposal

At any time prior to the deadline (or as extended by MyGov) for submission of bids; MyGov for any reason, whether at its own initiative or in response to clarifications requested by prospective bidders may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the website, and these will be binding on all the bidders. MyGov, at its discretion, may extend the deadline for the submission of proposals.

MyGov may change the scope after the submission of technical bids by the Bidders. In this case, MyGov will release a corrigendum/clarification and ask the Bidders to resubmit their commercial bids only.

3.10   Bid Price

Commercial Bid shall be as per the format provided in this RFP. Bid price for evaluation purpose is exclusive of all applicable taxes, duties, other levies and charges etc. Bidders shall quote for the entire scope of contract on "overall responsibility" basis such that the total bid price covers all the Bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services.

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

Prices shall be expressed in Indian National Rupees only.

3.11   Late Bids

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

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

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

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

3.12   Deviations

The bidder is required to submit a no deviation and unconditional bid against this RFP. Any bid submitted with deviations/ assumptions which are material in nature or qualify for the deviation of terms & conditions of this RFP may be rejected summarily by the Evaluation Committee.

3.13   Evaluation Process

a. MyGov will constitute Evaluation Committees to evaluate the responses of the bidders.

b. The Evaluation Committees constituted by the MyGov shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.

c. The decision of the Evaluation Committees in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committees.

d. The Evaluation Committee(s) may ask for meetings with the Bidders to seek clarifications on their proposals.

e. The Evaluation Committee(s) reserves the right to reject any or all proposals on the basis of any deviations.

f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

3.14   Tender Opening

a. Tender Opening shall happen as per the details provided in Fact Sheet under the chairmanship of Nodal Officer or any other officer authorized by MyGov, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

b. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

3.15 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. However prices submitted for the selected bidder shall remain valid for the entire duration of the contract.

3.16 Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;

    i. Are not submitted in as specified in the RFP document

    ii. Are found with suppression of details

    iii. Submitted with incomplete information, subjective, conditional offers and partial offers

    iv. Submitted without the documents requested in the checklist

    v. Have non-compliance of any of the clauses stipulated in the RFP

    vi. With lesser validity period

b. All responsive Bids will be considered for further processing as mentioned below:

MyGov will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Evaluation Committees according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

3.17 Consortiums& Sub-Contracting

Consortiums & Sub contracting are not allowed for this engagement. The bidding entity has to be a single entity duly registered under the applicable laws of country.

3.18 Right to Accept or Reject any Proposal

MyGov reserves the right to annul this process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

3.19 SLA & Penalty

a. In case there is a delay of more than 5 working days of deployment of resource after signing of the contract, the selected agency will be penalized with 0.1% of the contract value for delay per day.

b. The deployed resource can take maximum of 8 casual leave every calendar year, subject to maximum 5 casual leave at a stretch with prior intimation to MyGov. In case of any unauthorized leave where MyGov is not intimated, the selected agency will be liable for a

penalty of 1% of the resource cost per day of the unauthorized leave. **For all authorized leave the organization need to make suitable replacement**. In case a resource avails leave for more than 2 days, the selected agency need to ensure a suitable replacement is made available on site as a replacement of the employee on leave.

c. The vendor shall ensure that an uptime of minimum 99.5% is maintained (computed per quarter) without fail, during the period under support any break down or malfunctioning of the infrastructure/software should be rectified within a period of FOUR hours from the receipt of complaint, in case Complaint is logged between 08:00 to 20:00 Hrs. The services of the support engineer from the vendor should be made available on call offsite/onsite as and when required by the MyGov or MyGov representative. After Office Hours Onsite Engineer turnaround time should not be beyond 2 Hrs. The maximum downtime for the solution including afore-mentioned response time and resolution period can be **up to 12 hours per quarter**(computed by adding all the deployments that have occurred during a quarter) failing which penalties will be levied as mentioned in the table below, excluding instances beyond the control of the vendor but subject to MyGov's satisfaction.

Downtime per Quarter	Penalty (per hour for the entire duration of downtime i.e. No. of rounded-up hours multiplied by the rate given below)
Up to 12 hours	Nil
> 12 hours up to 36 hours	1 % of the Quarterly Payment
> 36 hours	5 % of the Quarterly Payment

- The limitation of liability under this engagement is 100% of the contract value.

- The overall penalty under this engagement is capped at 10 % of the contract value beyond which the contract may be terminated by the client.

3.20 *Inspection, Quality Control and Audit*

The selected bidder shall, whenever required, furnish all relevant information, records, and data to auditors and/or inspecting officials of MyGov and or any authority designated by MyGov. MyGov reserves the right to call for any relevant material information/report.

3.21 *Disqualification*

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

a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

b. During validity of the proposal, or its extended period, if any, the Bidder increases its quoted prices.

c. Bidder's proposal is conditional and has deviations from the terms and conditions of RFP.

d. Proposal is received in incomplete form.

e. Proposal is received after due date and time.

f. Proposal is not accompanied by all the requisite documents.

g. Information submitted in bid proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

h. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

i. In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional proposals/Bidders are withdrawn upon notice immediately.

3.22 *Fraud & Corruption*

It is required that the Bidders submitting Proposal and Agency selected through this RFP document must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order. For this purpose, definitions of the terms are set forth as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MyGov or its personnel or its representatives in Work Order executions.

b. "Fraudulent practice" means a misrepresentation of facts, descriptions submitted as part of your proposal in order to influence this selection process or the execution of a Work Order, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive MyGov of the benefits of free and open competition.

c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.

MyGov will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

MyGov will declare a Firm / Agency ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it at any time determines that Firm / Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

3.23 *Termination for Default*

MyGov may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the contract in whole or part: if the Vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the MyGov pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract. In the event MyGov terminates the Contract in whole or in part, MyGov may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Vendor shall be

liable to MyGov for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated. If the contract is terminated under any termination clause mentioned in this RFP, the vendor should handover all documents/ source code/ executables/ MyGov's data or any other relevant information to MyGov in timely manner and in proper format as per scope of this RFP and should also support the orderly transition another vendor or to the MyGov. The vendor should also support MyGov on technical queries/support on process implementation or in case of software provision for future upgrades. MyGov's right to terminate a contract will be in addition to the penalties mentioned in the RFP/ SLA.

3.24 *Force Majeure*

Any failure or delay by bidder or MyGov in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination. If Force Majeure situation arises the Vendor shall promptly notify MyGov in writing of such conditions and the cause thereof. Unless otherwise agreed by MyGov in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the Force Majeure continues beyond 90 days MyGov shall have right to terminate the contact and engage another vendor.

3.25 *Termination for Insolvency*

MyGov may at any time terminate the Contract by giving written notice to the Vendor, if the vendor becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to MyGov.

3.26 *Governing Law and Disputes (Applicable in case of successful bidder only)*

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (MyGov or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at New Delhi. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the MyGov or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

3.27 *Governing language*

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

3.28 *Governing Law*

The contract shall be interpreted in accordance with the laws of the Government of India.

3.29 *Notices*

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax/email and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

For MyGov
    CEO MyGov
    3015, 3rd Floor,
    Electronics Niketan
    New Delhi- 110003
    connect@mygov.nic.in

For the vendor
    <Address>
    <Fax>
    <Telephone>
    <Email :>

3.30 *Earnest Money Deposit (EMD)*

a. The Bidder is required to submit an Earnest Money Deposit of amount Rs. 10,00,000 (Rupees Ten Lakh Only) by Demand Draft/ Bank Guarantee in favor of "MEDIA LAB ASIA-MYGOV" and payable at New Delhi from any of the nationalized/ scheduled commercial Bank along with the technical bid in Envelop 1.

b. The earnest money of unsuccessful Bidders shall be refunded on request by the Bidder after final award of the Work Order.

c. EMD of the successful Bidder will be released after the Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG). The PBG will be 10% of the amount stated in the Work Order.

3.31 *Modification and Withdrawal of Bids*

3.31.1 Modification Request by Bidder

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

3.31.2 Corrections and Erases

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

3.31.3 Withdrawal of Bid by Bidder

No bid shall be withdrawn during the period between the Bid Opening Date and the

expiration of the bid validity period including its extension if any as specified in Notice Inviting Proposal. Withdrawal of a bid may result in the forfeiture of the Bidder's Bid Security (EMD).

3.32 Authentication of Bids

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

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

4   Evaluation of Proposals

The Bid will be opened as per the schedule mentioned in the Factsheet. Authorized representatives of the Bidders may choose to attend the Bid Opening process. MyGov will constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP document, a two stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

4.1   Pre-Qualification Eligibility

The bidders are required to meet the below mentioned eligibility criteria to qualify for Technical evaluation

S. No.	Criteria	Documentary Evidence
1.	The Bidding organization should be: • A company incorporated in India under the Companies Act, 1956 /LLP registered under LLP Act 2008 and subsequent amendments thereto. • Registered with the Service Tax and VAT Authorities in India • Should have been operating for the last five years in India as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions).	• Copy of Certificate of Incorporation • Copy of Registration Certificates with the Service Tax & VAT Authorities • Copy of purchase orders showing at least 5 years of operations or Company's Auditor's report for each year with financial statements.
2.	The Bidder should have an annual turnover of at least INR4 Crore each year in last 3 financial years from managing of ICT Infrastructure Services. For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity of Bidder will not be considered.	Audited financial statements for the last three financial years or Certificate from the bidder's CA on their company's letter head.

3.	Bids must be accompanied with the Bid Security/Earnest Money Deposit (EMD) as mentioned above in the form of crossed Demand Draft / Pay Order or Bank Guarantee. In case Bidder is Micro or Small Enterprise registered with District Industries Centers or National Small Industries Corporation or any other body specified by Ministry of Micro, Small and Medium Enterprises, shall be exempted from submitting EMD subject to submission of valid certificate of MSME. Indian Central Public Sector Undertakings/Enterprises shall also be exempted from submitting EMD subject to submission of required declaration in this regard. If the MSME/Indian Central Public Sector Undertakings/Enterprises Bidder does not provide the appropriate documentary proof or any evidence to substantiate the above, then the bid shall be summarily rejected	Bid Security/Earnest Money Deposit (EMD) /Valid MSME Certificate
4.	In last 3 years, Bidding Firm/Agency must have completed/in progress minimum 5 projects of Managing Open Source ICT infrastructure services for Central/State Government bodies/Ministries in India directly or indirectly. Out of which, • 2 Projects should have engaged minimum 10 resources or the value of the project should be more than 2 crore each • 3 Projects should have engaged minimum 5resources or the value of the project should be more than 1 crore each • 5 Projects should have engaged minimum of 3 resources or the value of the project should be more than 50 lakh each.	Work Order/Client Completion Certificate clearly indicating the nature of work with project value and contact details must be provided as supporting Document. or Work Order/Client Completion Certificate clearly indicating the nature of work with contact details must be provided as supporting Document. & Client Certification clearly indicating the nature of work and the number of resources deployed if the number of resources to be deployed at client location is not mentioned in the work order or Invoice with details of number of people deployed.
5.	The Firm/Agency is to be a Redhat Certified Partner	Partnership Letter/MOU/Agreement/e-Mail.
6.	The Firm/Agency should not have been black	Certificate from Company

	listed by Central or State Governments & PSUs.	Secretary of the bidding agency.
7.	The bidder should have at least 50 Resources in-house with at least 20% of those having Certification in Open Source Technologies and knowledge on Open Source ICT Infrastructure Service.	Certificate from HR of the bidding organization.
8.	The CV/Bio data of the resources submitted in the proposal should be on the payroll of the bidding organization for at least one year at the time of bidding	Certificate from HR of the bidding organization.

- Relevant documents as specified above have to be attached.

- EMD are as per factsheet.

- The offer is for entire work and not for part of the work.

- The price quoted is exclusive of Tax. Taxes are extra as applicable as per Govt. Rule at the time of Billing.

- The RFP documents along with corrigendum (if any) to be signed and submitted along with the Pre-Qualification Documents.

NOTE: Proposals not conforming to the above requirements shall be rejected.

4.2 Technical Evaluation Criteria

The bidders are required to score minimum technical score of 65 percentage marks against each evaluation criterion. Overall, bidders are required to score at least 70 percentage marks in technical evaluation to qualify for commercial evaluation stage.

Failing to secure minimum marks against each criterion (65) or against qualifying total technical percentage marks (70), shall lead to disqualification of the bid.

S. No.	Parameters	Documentary Evidence	Maximum Marks
1.	Relevant experience in developing &managing Open Source Solutions in ICT Infrastructure Services for Central Government Ministries /PSUs/ State Govt. in India directly or indirectly (Last 3 years). Each project of value more than Rs. 20 Lakh.*(4 marks for each project)*	Client Work Order/Client certificate/Self Certificate clearly mentioning the scope of work under ICT Infrastructure Services	**20**

2	Relevant experience in developing &managing Open Source Solutions in ICT Infrastructure / Services for Private Sector in India directly or indirectly (Last 3 years). Each project of value more than Rs. 20 Lakh.*(2 marks for each project)*	Client Work Order/Client certificate/ Self Certificate clearly mentioning the scope of work under ICT Infrastructure Services	10			
3.	Proposed resources in the category as defined in adjacent column	Detailed CVs of the proposed resources	***Max Marks:60** **Base Marks is for fulfilling minimum criteria of qualification + experience with reference to the table in section 5.4** **Addl. Marks is for Certification and Training each Certification/Training carrying 1 mark (Maximum mark is 7).**		

Manpower Category	Desired Certifications/ Trainings carrying additional marks	*Max Marks (Base + Addl.)
Visiting Linux Architect (15+ Years of Exp.)	Certifications on RHCE, RHEV, RHCOE in HA, MariaDB/ MySql. OEM Training on Varnish, Containers, Ansible, Puppet, GIT, Kibana, Drupal	8+7
Onsite Senior DevOps Engineer (8+ Years of Exp.)	Certifications on RHCE, RHEV, RHCOE in HA, MariaDB/ MySql. OEM Training on Varnish, Containers, Ansible, Puppet, GIT,	8+5

				Kibana, Drupal		
			Onsite Senior DevOps Engineer (5+ Years ofExp.)	Certifications on RHCE, RHEV, RHCOE in HA, MariaDB/ MySql. OEM Training on Varnish, Containers, Ansible, Puppet, GIT, Kibana, Drupal	8+4	
			Onsite DevOps Engineer (2+ Years of Exp.)	Certifications on RHCE, RHEV, RHCOE in HA, MariaDB/ MySql. OEM Training on Varnish, Containers, Ansible, Puppet, GIT, Kibana, Drupal	2 x (8+2)	
			Engineer's CVs double the requirement as mentioned in the Section 5.4 are to be submitted. These CVs would be evaluated and shortlisted CVs are to be called for interview/show of skills session during Technical Evaluation. *The base mark is to be based on the interview performance and the additional mark is to be based on the certification/training.*			
4.	Approach & Methodology including but not limited to the following: • Requirement understanding • Proposed Strategy for onsite/offsite support • Deployment plan • Upgradation/trouble shooting/issue tracking/ maintenance plan/monitoring	Approach and Methodology and associated components to be demonstrated in the Technical Proposal and during the Technical Presentation(if the same is asked for)		10		

	plan		

- Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

- For verification of information submitted by the Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidder's references, if desired.

- The bidding agency should ensure that the candidates whose CVs are submitted, must be available for the in-person interview with the technical committee.

- For calculating the Technical Score (TS) the individual scores, as per respective weightages specified above, will be summed up. In order to qualify technically, a Proposal must secure minimum of 70 percent marks.

- Only technically qualified Proposals shall be considered for Financial bid Opening.

4.3 *Evaluation of Financial Proposal*

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Fact sheet, in the presence of the Firm's representatives who choose to attend. The name of the Firm, their technical score (if required) and their financial proposal shall be read out aloud. MyGov will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount (Inclusive of taxes), or between word and figures, the amount in words will prevail. After opening of financial proposals, Least Cost Selection method shall be used to assess the overall proposal submitted by qualified agency.

4.4 *Final Evaluation*

The bid with Lowest Commercial will be the most responsive bid and shall be awarded the work order.

4.5 *Payment Terms*

MyGov shall not make any payments to the selected agency as advance. The agency will be required to deploy the required manpower as detailed in next section of this document and quote for the man-month rate for each resource exclusive of all taxes (no out of pocket or ancillary expenses shall be billed to MyGov by selected agency for onsite support). The agreed rates of the selected agency shall be used to make payments.

Payment will be made as per the following scheduled mentioned below:

Milestone	Criteria	Documents

| End of each Quarter | Manpower utilized by MyGov during the period for managing the IT infrastructure Service for MyGov | Successful work done report authorized by NIC-MyGov team |

Indicative calculation of payment for manpower deployment for management of IT infrastructure Services for MyGov:

Manpower Category	No. of days utilized during the month	Rate per month	Payment to be released
Visiting Linux Architect (15+ Years of Exp.)	15	Rs. X	15 * (X/no. of working days)

Note:

a. The engagement of the agency is for a period of two years, extendable to further one year. The work order to the agency will be issued based on performance of the agency reviewed after every year. The agency will be entitled for an annual increase of 10% (Ten percent) on the cost quoted in the commercials.

b. Price should also indicate applicable prevailing taxes as applicable as per Govt. Rules.

c. MyGov reserves the right to award or not award any part or complete work to the selected agency, in which case payment shall be made accordingly

d. Payments shall be made to the selected agency after deduction of applicable penalty and TDS

e. No. of days utilized by MyGov for a particular resource shall be determined by the quality of work done by deployed resource as assessed by NIC-MyGov Team with CEO, MyGov. Assessment shall be made on quality of output/ outcome of the work done

f. In case the work done/output/outcome of the effort put in the deployed resource is not as per expectations of MyGov, such days shall not be considered as utilized days of resources and payment shall be accordingly adjusted

g. Selected agency shall submit the invoice at the end of each Quarter with the supporting successful work done report for each deployed authorized by NIC-MyGov team and CEO, MyGov for further processing

h. MyGov shall extend all support to release the payment to selected agency in 30 days timeframe subject to all required approvals and reports are in place

i. MyGov shall release the quarterly payments to agency on the successful completion of Live Streaming activity for events conducted in such quarter.

5   Scope of Work & Deliverables

The scope of work includes the Infrastructure management & continuous integration as well as Maintenance Support. Support includes the following:

a. Successful Bidder to advise and implement value added features Open Source Products and Redhat Products on a regular basis from time to time.

b. Successful Bidder to provide Telephone, Email & Web based Support (24X7) beyond the office hours apart from onsite proactive support during office hours for the entire period of contract.

c. Successful Bidder will have to Apply Patches/Updates during the contract period.

d. Legal indemnification to MyGov.

The bidder must have service support available at New Delhi and Hyderabad. The detailed scope of work can be categorically divided into following component for the successful bidder.

5.1 *Scope during the Expansion Set-up / Implementation Phase*

The scope during the period of contract includes setting up of the new infrastructure, implement and stabilize the MyGov 3.0 environment and finally move to Production environment with requisite Auditing, Review, Performance tuning, activities.

5.2 *Scope for On-going Infrastructure support*

The on-going Infrastructure Support is to be for the period of contract. Following are the high level scope that the selected agency needs to undertake during this phase:

a. On-going support, maintenance and management of the infrastructure

b. Infra support, monitoring, maintenance, health-check

c. Web Server, DB and NoSQL DB back-up monitoring and restoration

d. Security, hardening, patching, testing

e. Server update/upgrade across LAMP stack

f. Overall performance analysis, benchmarking, tuning of RHEL Servers & other services (DB, PHP FPM, Varnish, NGNIX, etc.)

g. Monthly management reporting, recommendations for pro-active maintenance, management/ enhancement

h. Detailed preparation and maintenance of requisite documents on architecture, configurations and protocols of the environment.

i. Application installation on Servers

5.3 *Scope for Application Development, CR and Enhancements*

The NIC has developed the application and any on-going CR, enhancements related activities and maintenance of the application would be carried out by NIC team with proactive involvement of the successful bidder.

5.4 *Manpower Provisioning for Social Media Management*

The agency shall be required to manage the complete ICT Infrastructure Service including but not limiting to deployment of following manpower with other paraphernalia required for them to execute the job. The quantity mentioned in the table below is only indicative and MyGov may ask the agency to deploy additional number of resources from the category defined below. MyGov may increase/decrease the number of professional required from the selected agency at any stage of the project. MyGov will provide a 15 days' notice to the selected

agency for the withdrawal of the resource(s).

Manpower for ICT infrastructure support required during the period of contract would be (a) Visiting Linux Architect (once in every two weeks) and (b) Onsite full time DevOps Engineers for day-to-day support as per the qualification and indicative quantity mentioned below:

S.No.	Role	Qualification	Indicative Quantity
1.	Linux Architect (15 Years of Experience)	M.Tech/ME/BE/B.Tech(CS/IT), BE(CS/IT), MCA, M.Sc (IT/CS/Maths/Statistics/OR), MBA-IT having a minimum of 15 years of experience	1
2.	On-Site Sr. DevOps Engineer (8+ Years of Experience)	M.Tech/ME/BE/B.Tech(CS/IT), BE(CS/IT), MCA, M.Sc (IT/CS/Maths/Statistics/OR), MBA-IT with Relevant Certification and having a minimum of 8 years of experience	1
3.	On-Site Sr. DevOps Engineer (5+ Years of Experience)	M.Tech/ME/BE/B.Tech(CS/IT), BE(CS/IT), MCA, M.Sc (IT/CS/Maths/Statistics/OR), MBA-IT with Relevant Certification and having a minimum of 5 years of experience	1
4.	On-Site DevOps Engineer (2+ Years of Experience)	M.Tech/ME/BE/B.Tech(CS/IT), BE(CS/IT), MCA, M.Sc (IT/CS/Maths/Statistics/OR), MBA-IT having a minimum of 2 years of experience or B.Sc.(CS/IT) /BCA with Relevant Certification and having a minimum 5 years of experience	2

5.5 *Deliverables & Timelines*

a. The successful bidder would deploy resources onsite from the date of placement of work order.

b. Services will be performed using resource as per the above table from Monday through Saturday, between the hours of 08:00 am - 08:00 pm with 9hrs/day/manpower deployed.

c. Offsite Work will also be required by the selected agency beyond office hours, work on weekends or on holidays.

d. Professional Services will be performed at the Site ("Onsite") or a remote location ("Remote" or "Remotely").

e. The agency throughout the term of the engagement, provide time sheets to MyGov at the end of each and every month.

f. The agency through its proposed resources need to ensure to maintain the SLA as mentioned in section 3.19.

6   General Terms & Conditions

NOTE: Bidders should read these conditions carefully and comply strictly while submitting the Proposals

a. Rate shall be written both in words and figures. There should not be errors and/or over-writings and corrections, if any, should be made clearly and initialed with dates. The rates should mention elements of the service charges or any other charges separately. In case of any discrepancy between amount in words and figure, amount mentioned in words shall prevail.

b. Rates quoted will be valid for the entire duration of engagement.

c. In the event of any loss/damage to MyGov, the Bidder shall be liable to make good such loss found. No extra cost on such shall be admissible.

d. Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.

e. If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the CEO, MyGov.

f. MyGov reserves the right to accept or reject one or all bids without assigning any reasons and accept bid for all or anyone. MyGov also reserves the right to award the work to more than one company.

g. The Agency shall not abuse the use of the Govt. Emblems and the MyGov logo in any way which may deceive the public to believe unsolicited, unauthorized or unverified content. The said logos and emblems shall be used only in such manner as to provide credibility to the authentic web-pages/applications/platforms belonging to the MyGov.

h. The Agency shall also monitor the virtual space for any individual or organization which may be operating platforms/applications/web-pages/websites and deceiving the public to believe that they are in anyway associated with the MyGov. Upon discovery of such entity, the Agency shall provide necessary information of such entity to the MyGov for immediate prosecution.

i. The Agency must maintain uniformity while uploading of content on the platforms. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms instantly.

j. The Agency's Work Order shall be immediately terminated if MyGov finds it responsible for uploading any defamatory, seditious, gender prejudiced or obscene content. The Agency shall promptly remove any content of the aforementioned malicious nature uploaded by a member of the public, and inform MyGov of the same to provide MyGov with the opportunity to prosecute such an individual or group.

k. No interest shall be paid by MyGov on PBG.

l. The PBG shall be refunded within two months after the satisfactory completion of the work.

m. **Termination:** The Work Order can be terminated at any time by the CEO, MyGov, if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation. MyGov reserves the right to invoke PBG submitted by the agency at any time during the engagement for non-performance of the agency and further terminate the contract.

n. **Liquidated Damages:** In case of delay in supply of services to be provided within the prescribed period in the Work Order, liquidated damages will be charged, as per rules of General Financial and Accounts Rules (GF&AR).

o. **Recoveries:** Recoveries of liquidated damages shall be from Vendor's PBG available with MyGov. In case recovery is not possible recourse will be taken under Delhi PDR Act or any other law in force.

p. If the Agency requires an extension of time in completion of the work order period on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Bidder.

q. Service Delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Bidder.

r. If any dispute arises out of the Work Order with regard to the interpretation, meaning and breach of the terms of the Work Order, the matter shall be referred to by the Parties and they will try to resolve the issue mutually.

s. All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Delhi.

t. The Agency will deploy same persons whose CV have been attached as part of the technical proposal. No change of persons will be allowed for first 3 months. After this in case the agency wants to change the person, the agency has to offer CVs of persons with similar or higher qualification to choose from. After approval, the agency need to ensure a proper handholding and knowledge transfer has been done for the new resource deployed.

u. If any differences arises concerning this tender, its interpretation on the services to be provided under, the same shall be settled by mutual consultation and negotiation. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may request to other party for submission of the dispute for decision by arbitral tribunal containing sole arbitrator to be appointed by secretary, Department of Legal Affairs. Such request shall be accompanied with the named of panel of three persons to act as sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The arbitration proceedings shall take place at New Delhi and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

7   **Opening of Proposal**

a. Technical Proposals shall be opened as per Fact Sheet at MyGov's Office in the presence of Bidders or their authorized representatives who choose to attend the opening of Bids.

b. The date of opening of Financial Bid will be intimated to the technically qualified Bidders in due course.

c. The Evaluation Committee shall determine whether the Financial Bids are complete, unconditional and free from any computational error.

    d. The cost indicated in the Financial Bid shall be treated as final and reflecting the total cost of services excluding service tax.

8   Award of Work

    a. Work shall be awarded to the most responsive bidder with Least Cost Selection method of selection as provided in the document. Decision of MyGov shall be final & binding.

    b. MyGov reserves the right to accept or reject any or all the proposals assigning any reason.

    c. MyGov also reserves the right to call for additional information from the Bidders.

    d. Notification on Award of Work for Bidder shall be made in writing to the successful Bidder.

    e. The period of Work Order shall be for an initial period of two year, extendable for a period of one year based on the performance/output, though the work order for the selected agency will be issued for 6 month renewable henceforth based on the performance of the agency.

9   Proposal Formats

MyGov invites the Proposals from Agencies for "MyGov Infrastructure Management". Bidders are required to submit Proposals in the formats as given under:

S. No.	Form	Description		
Forms				
1.	**Form-1P**	Covering Letter		
2.	**Form -2P**	Bank Guarantee		
3.	**Form -3P**	CV Format		
Technical Form				
1.	**Form-1T**	Technical Form		
2.	**Form-2T**	Details of Similar Assignments		
Financial Form				
1.	**Form-1C**	Covering Letter		
2.	**Form-2C**	Financial Proposal Format		

9.1 Form-1P: Covering Letter [Bidders are required to submit the covering letter as given here on their letterhead]

To,
Shri Gaurav Dwivedi,
CEO, MyGov
Ministry of Electronics and Information Technology (MeitY)
Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi- 110 003 India

Date:

Sub: Proposal for Selection of Agency for Managing ICT infrastructure of MyGov, Ref No.2(13)/2016-MyGov

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP document, offer to provide the required services, in full conformity with the said RFP.

2. We have read the all the provisions of RFP Document and confirm that these are acceptable to us.

3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

4. We agree to abide by this Proposal, consisting of this letter, our pre-qualification document, Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP Document and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

5. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.

6. We declare that we do not have any interest in downstream business, which may ensue from the RFP Document prepare through this assignment.

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

8. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

9. Demand Draft/ Bank Guarantee No. ---------- dated ---------- drawn on --------- for Rs. 10,00,000/- is enclosed towards EMD.

Yours faithfully,

Date
Signature
Name of Authorized Signatory
Designation

9.2   *Form 2-P: Format of Bank Guarantee for Earnest Money Deposit*

(To be stamped in accordance with Stamp Act)

The _____ (bank name) hereby agree unequivocally and unconditionally to pay at *Name of the Place* within 48 hours on demand in writing from *Name of the Procurer or* any Officer authorized by it in this behalf, of any amount upto and not exceeding Rs. _____ (Rs. _____ only) to the said *Name of the Procurer* on behalf of   M/s. _____ who have submitted bid for providing services to manage IT Infrastructure at NIC _____ at *Name of the Procurer* in *Name of the Place* State.

This agreement shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made given, concerned or agreed with or without our knowledge or consent, by or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of *Name of the Procurer*.

In case of any dispute arising out of or in connection with the extension or encashment of Bank Guarantee, the courts in *Name of the Place* will have jurisdiction.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____. Unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the date, all your rights under the said guarantee shall be invoked and we shall be relieved and discharged from all our liability thereunder.

Signature _____

For

_____

Banker's Rubber Seal and Full Address.

9.3 *Form 3-P: CV Format*

CURRICULUM VITAE (CV) OF PROPOSED KEY PERSONNEL

1. **Name of Staff** [*Insert full name*]:

2. **Proposed Position**

3. **Employer**:

4. **Date of Birth**:   **Nationality**:

5. **Education**

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Date Obtained

6. **Professional Certification or Membership in Professional Associations**: _____

7. **Other Relevant Training**: _____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: India

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

Language	Speaking	Reading	Writing

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10. Employment Record [*Starting with present position, list in reverse order every employment held*]:

From [*Year*]: To [*Year*]: present

Positions held:

From [*Year*]: To [*Year*]:

Employer:

Positions held:

---

12. Work Undertaken (Repeat if required)

Name of assignment or project:

Year:

Location:

Client/Company:

Positions held:

Activities performed:

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12. Do you currently or have you ever worked for NIC or any NIC projects including any of the following types of appointments: Regular, term, contractual, etc.? If yes, please provide details, including start/end dates of appointment.

_____

Certification

I certify that (1) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience; (2) that I am available for the assignment for which I am proposed; and (3) that I am proposed only by one Offeror and under one proposal.

I understand that any wilful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

_____ Date: _____

[Signature of staff member or authorized representative of the staff]   *Day/Month/Year*

9.4 Form-1T: Technical Form

S. No.	Item	To be Labeled as :
1.	Relevant experience in managing open source IT infrastructure for Central Government bodies/ Ministries /PSUs/State Government in India (Last 3 years). Each project of value more than Rs. 20 Lakh	**Label as 1T 'A'**
2.	Relevant experience in managing Open Source IT Infrastructure for Private Sector (Last 3 years). Each project of value more than Rs. 20 Lakh.	**Label as 1T 'B'**
3.	Approach & Methodology including but not limited to the following: • understanding of requirement • Proposed Strategy for onsite-offsite support • deployment plan • upgradation/trouble sheet/maintenance plan	**Label as 1T 'C'**
4.	**Team Composition:** Details of the Team identified to Work with MyGov: • Name of Team Member • Designation • Work being handled • Qualifications • Relevant years of experience • Total experience • Experience in the Agency	**Label as 1T 'D'**

9.5   *Form 2T: Details of Similar Assignments*

Assignment Name:	Country:
Location within Country:	Professional Staff Provided by Company:
Name of Client:	No. of Support Staff:
Address & Contact Details of Client:	Duration of Assignment:
Start Date:	Completion Date	Approx. Value of Services (INR):
Name of Associated resources:	No. of Months of Professional Staff provided by Associated resources:
Name of Senior Staff involved and functions performed:	
Narrative Description of Project w.r.t. Scope of Work defined in this proposal:	

9.6 *Form 1C: Covering letter [Bidders are required to submit the covering letter as given here on their letterhead]*

To

Shri Gaurav Dwivedi,
CEO, MyGov
Ministry of Electronics and Information Technology (MeitY)
Electronics Niketan, 6, CGO Complex,
Lodhi Road, New Delhi- 110 003 India

Sub: Financial Proposal for Selection of Agency for Managing IT Infrastructure at NIC, Ref No. 2(13)/2016-MyGov

Dear Sir,

Enclosed herewith is our Financial Bid for Selection of our Agency for Managing IT Infrastructure at NIC as per the RFP. We understand that MyGov is not bound to accept the lowest offer and it reserves the right to reject any or all offers without assigning any reason.

Our attached Commercial Proposal is for the amount of <<Amount in words and figures>>. This amount is inclusive of all the taxes. Details of taxes are provided in the commercial format.

Yours faithfully,

Date
Signature
Designation

9.7   Form 2C-1: Financial Bid Summary

Item	Cost	
	Amount in words	**Amount in Figures**
Total cost of Financial Proposal = (Form 2C-2)		

9.8   Form 2C-2: Financial Bid Format – Manpower Provisioning:

Manpower Category	Manpower Required	Unit Rate per man-month (A)	Indicative duration (B)	Sub-total(C) C=(A*B)	Applicable Taxes(D)	Total (C+D)
On-Site DevOps Engineer (2 Years)	2		12 Months			
Sr. DevOps Engineer (5 + Years' Experience)	1		12 Months			
On-Site Sr. DevOps Engineer (8+ Years' Experience)	1		12 Months			
Linux Architect (15 Years') (Visiting)	1		24 Days in 12 months			
Total (Inclusive of Taxes, as applicable)						

Taxes would be payable at the applicable rates as may be in force from time to time.

For Financial Evaluation, the total fee quoted by the bidder shall be considered for assessing the **Lowest Cost bidder** amongst the technically qualified bidders**.**

The bidders are required to quote for the entire Scope of Work. The bidders need to carefully ensure that the cost against each line item mentioned in the financial format and in accordance to scope of work is captured. In case of bidder missing any item, the bidder has to perform the task at no additional cost to MyGov.

Based on the performance of the agency the work order may be renewed annually and the selected agency will be entitled for and annual increment of 10% on the financial quote proposed against this proposal.