



Ministry of Electronics and Information Technology
Government of India



Request for Proposal (RFP)
for
Selection of Service Provider
for
ICT Manpower Outsourcing Services for MyGov

RFP Reference No. 2(2)/2023-InCEP/MyGov2.0

Date: 06.06.2023

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 & IT (MeitY). The sole objective of this document is to solicit technical and financial offers from the parties interested in taking part in the work for the scope of work as mentioned in this document.

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Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their proposals.

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

Fact Sheet

#	Particular	Details
1.	Assignment Title	Request for Proposal (RFP) for Selection of service provider for "ICT Manpower Outsourcing Services" for MyGov
2.	MyGov	MyGov, Ministry of Electronics & IT (MeitY), GoI
3.	Location	New Delhi
4.	Bid Submissions	Through GeM portal
5.	Method of Selection	Quality Cum Cost Based Selection (QCBS) (70 Technical :30 Financial)
6.	Bid Security	Bid Security Declaration as per the format enclosed in this RFP addressed to "The Chief Executive Officer", MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-3 Non submission of Bid Security Declaration will lead to rejection of bid
7.	Validity of Bid Security	180 days from the bid submission date
8.	Performance Security	3% of the cost discovered through tender process
9.	Tender Availability	GeM portal and Official website of MyGov
10.	Pre-bid Meeting	13/06/2023 at 12:00 Hrs. to be held at Conference Room, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi -3
11.	Date of publication of the RFP	06/06/2023
12.	Last date of submission of queries	13/06/2023 by 17:00 Hrs. at tender@mygov.in
13.	Last date of submission of bid	22/06/2023 at 17:00 Hrs.
14.	Opening of Bids	22/06/2023 at 17:30 Hrs.
15.	Technical Presentation by Bidders	To be informed later
16.	Opening of Financial Bids	To be informed later
17.	Language of bid	The bid should be submitted in English only
18.	Bid validity	The bid must remain valid for 180 days from the last date of submission of the bid.

#	Particular	Details
19.	Bid submission	Bidders must submit their bids in line with the requirements stated in this RFP.
20.	Issue of Work Order	To be informed later
21.	Address for Communication	The Chief Executive Officer, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003 Phone: 011 – 24301812 e-mail: tender@mygov.in

1 Invitation

MyGov invites Proposals (the "Proposals/Bids") for selecting a service provider for providing ICT Manpower Outsourcing services for MyGov. The agency will be responsible for management and implementation of ICT Staff Augmentation Services at MyGov premises for MyGov as per the scope of work of this RFP. The Bidders/Applicants interested in taking up the project are invited to submit their Proposal/Bid in response to this RFP. The Bidders/ Applicants should have necessary experience, capability, and expertise to perform, as per the terms and conditions outlined in this RFP.

MyGov shall be the final authority responsible for selection of Service providers through this RFP. MyGov reserves the right to reject any or all the bids without assigning any reason. MyGov further reserves the right to discuss with the selected bidder to enhance the scope and outcome of the project and ensure smooth execution of the same adhering to Government rules/ policies/ regulations. The RFP is not an offer by MyGov, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract or work order is offered by duly authorized official(s) of MyGov with the successful bidder.

2 Introduction to MyGov

MyGov has been established as Government of India's Citizen Engagement Platform which collaborates with multiple Government bodies/ Ministries to engage with citizens for policy formulation and seeks the opinion of people on issues/ topics of public interest and welfare. Since its launch on 26th July 2014, by Hon'ble Prime Minister, Shri Narendra Modi, MyGov has more than 3.10 crore registered users. Almost all Government Departments leverage MyGov platform for their citizen engagement activities, consultations for policy formulation and to disseminate information to citizens for various Government schemes and programs.

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

MyGov has also launched State instances in 22 States/UTs, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Jammu & Kashmir, Karnataka, Dadra & Nagar Haveli & Daman Diu, Gujarat, Mizoram, Rajasthan and Ladakh. In the last 9 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.

The technical support and infrastructure are being managed by the National Informatics Centre (NIC). MyGov facilitates dialogue, discussion, deliberation and information dissemination between citizens and government.

3 Key Stakeholders

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

- a) Ministry of Electronics and Information Technology: MyGov is part of the Ministry of Electronics and Information Technology (MeitY), Government of India.
- b) National Informatics Centre under MeitY: Technology partner of MyGov managing the application stack and infrastructure stack.
- c) States and Union Territories: MyGov has also launched State instances in 22 States/UTs, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Jammu & Kashmir, Karnataka, Dadra & Nagar Haveli & Daman Diu, Gujarat, Mizoram, Rajasthan and Ladakh.
- d) Central Ministries/Government Bodies: MyGov is a platform which is technology agnostic and is being leveraged by all the Central and State Government Bodies.
- e) Citizens: MyGov is a citizen engagement platform with 3.10 Crore+ registered user base.
- f) Internal Teams at MyGov: Technical, Analytics, Partnership, Creative & Content, Admin, Special Projects, and Project Management Unit.

4 Overview about MyGov & Existing Infrastructure

Almost all Ministries are engaged actively on the MyGov platform, reaching out to the citizens through the fundamental concepts of Do, Discuss and Dissemination. Ministries and other Government bodies have leveraged MyGov and hosted 979 discussions, 1410 tasks, 301 polls/surveys, 908 quizzes and 81 pledges. All these activities are executed and managed by the National Informatics Centre (NIC). MyGov website and its associated microsites are hosted at NIC National Data Centre.

The following are the infrastructure details as listed below:

- a) Phase-1: In the Phase 1 a total of 78 Cisco UCS Physical Servers, 2x250TB Hitachi Storages, 2 HNAS appliance each with 2 Nodes, 2 HCP Object Storage each with 4 nodes are commissioned at NDC Shastri Park, New Delhi and NDC Hyderabad. Phase-1 infra coming to End of Life (EOL) in next few months, new hardware infrastructure setup is commissioned and configured. Currently migration of services to new infra is being executed.
- b) Phase-2 (Lot-1): In the Phase 2 a total of 66 Tyron servers commissioned at NDC BBSR and NDC Hyderabad and in the Lot-2 around 36 servers are planned to be procured.
- c) In the Phase-1, Virtualization Hypervisor and Operating System is mainly RHEL and Centos, 50+ Servers are virtualized using RedHat Virtualization with 400+ Virtual Machines running over it. But in the Phase-2, OpenStack, Kubernetes and Ceph based private cloud setup is managed through the NIC's NextGen Cloud Platform.
- d) Currently the new setup has created 6 Kubernetes clusters and 150+ VMs, which is growing daily as migration is in progress. The Operating System is mainly Ubuntu.
- e) MyGov has more than 50 subdomains apart from the top-level domain mygov.in, each subdomain serving the specific engagement model. The setup has development, staging, UAT/preprod and production environments.
- f) The complete stack is built using Open-Source tools and technologies. Drupal and WordPress being the Content Management System whereas the database is mainly MariaDB and PostgreSQL. Extensive use of Open-Source components for monitoring, proxy, configuration management, documentation, NoSQL DBs, etc.

5 Scope of work of Service Provider

5.1 Overview of the Scope of Work

- i. The service provider must provide and deploy "ICT Manpower Outsourcing Service" as per the specified numbers, skillset, qualifications, and experience to function and perform duties as per the terms and conditions and requirement mentioned in this RFP.
- ii. The service provider must deploy professional and skilled resources, on a man month basis.
- iii. MyGov shall provide all details and information as per the requirement on need basis with applying appropriate filters and checks as and when required. The resources are required to work on the following areas.
- iv. **OS & Virtualization related tasks:** The resources deployed by the agency are required to ensure setting, maintaining, troubleshooting, virtualization setup, creating VM templates as per domain requirements with OS, Web server, Database, PHP, etc. The resources also need to take care for adding/ augmenting servers to virtualization, provisioning and distribution of storage types based on requirements, satellite server, authorization and authentication using centralized system, operation, maintenance and allotment of compute resources, IPA setup and pushing OS patches, setting open-source satellite server and capsules, OS hardening and tuning, deciding, and implementing clustering solutions and Planning OS upgrades.
- v. **Databases related tasks:** The resources deployed by the agency are required to ensure installation/configuration Databases and setting up replications but not limited to MariaDB, PostgreSQL etc., Backup scheduling and validation of backup integrity, setting up and maintaining NoSQL DB's like but not limited to Couchbase, Mongo DB, Elastic, Redis, etc., Generating reports from the DB's, tuning, indexing, slow queries findings and querying NoSQL Databases. DB version upgrades
- vi. **Infrastructure Security related tasks:** The resources deployed by the agency are required to ensure managing security at OS level, hardening of servers and installed tools and applications, SELinux, OS Firewall configurations, VA clearance, logs analysis, Patching OS, and other installed applications.
- vii. **Application Configuration related tasks:** The resources deployed by the agency must have skills to Configuring CMS like Drupal, WordPress and other popular CMS, session management, php version maintenance and troubleshooting, mail settings, Apache, Nginx, php-fpm etc. Patch fixing for vulnerabilities.
- viii. **Documentation:** The resources deployed by the agency should have knowledge for maintaining documentation for the activities performed using open-source tool like Own Cloud or other as appropriate
- ix. **Open-Source components usage:** The resources deployed by the agency should have knowledge how to Explore and implement open-source tools used for day today activities like monitoring, reporting, NoSQL Databases, Squid, Nagios, Wiki Own Cloud, HaProxy etc.
- x. **Dockers, Kubernetes, and Rancher Setup:** The resources deployed by the agency should have expertise on how to ensure setting/maintaining/troubleshooting docker environment using Kubernetes and Rancher and hosting websites on the setup.
- xi. **Planning and Defining Scope:** The resources deployed by the agency should have skill for activity planning and sequencing; resource planning; developing schedules; time estimating; cost estimating; sprints management and release lifecycle; planning for OS migrations.
- xii. The resources deployed by the agency should have skill to undertake replica DC setup of MyGov, its subdomains & SaaS Sites at Nation Data Centre (NDC) Hyderabad and maintain the data/metadata sync between both the Data Centres (NDC Bhubaneswar and NDC Hyderabad).

- xiii. The resources deployed by the agency should have skill to undertake activities W.R.T new setup on the NextGen Cloud Platform Viz. Creating VM templates or Kubernetes cluster as per domain requirement for Web server, Database, PHP, etc. Provisioning and distribution of storage types based on requirements. Lifecycle management including operations, maintenance and allotment of compute resources, OS hardening and tuning, deciding, and implementing clustering solutions. OS and application stack upgrades and updates. Activities W.R.T software defined storage solution "Ceph" viz. Setup, update, upgrade, operations, monitoring & troubleshooting, etc.

5.2 Project/Program Management

- i. The agency needs to ensure that resources deployed can undertake all required activities of MyGov/NIC as defined in this RFP and the resources are delivering work with optimum efficiency and quality
- ii. The performance and discipline of the resources provided by the Service Provider should be ensured.
- iii. Regular progress reporting and review of the same with the concerned Project coordinator at MyGov/NIC will be the responsibility of the Service Provider.
- iv. Timely and quality output will be an overarching responsibility of the Service Provider.
- v. The Project plan including scope of work, job requirements, timelines and resource requirements shall be finalized by the concerned MyGov Department. These resources shall be engaged as per the requirements of the project.

5.3 Responsibilities of the Service Provider

- i. Service Provider would be required to provide qualified manpower as per the requirement in the RFP for selection/replacement, capable of supporting the functioning of the project/department in a manner agreed with the MyGov. The services shall be rendered as per the agreement terms of the MyGov and Service Provider.
- ii. Service Provider shall provide Manpower Services at MyGov's premises as per Schedule of Work/Requirements, which may be amended from time to time by the MyGov during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the MyGov from time to time.
- iii. Service Provider shall have appropriate insurance cover for its personnel for personal accident and death whilst performing the duty and the MyGov shall own no liability and obligation in this regard.
- iv. The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- v. The Service Provider shall issue identity cards/identification documents to all its employees who will be instructed by the Service Provider to display the same.
- vi. Personnel of the Service Provider shall not be the employees of the MyGov, and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this agreement.
- vii. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the MyGov.
- viii. It is the responsibility of the Service Provider to provide manpower for the above listed work. The manpower must be segregated, based on their years of experience:
- ix. The responsibility of effective and efficient delivery would rest with the Service Provider.
- x. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the Service Provider, subject to them meeting the minimum qualifying criteria.

- xi. The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the MyGov at the time of joining of the employees, if desired.
- xii. The Service Provider shall ensure the following in respect of his employees:
- xiii. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government organizations. However, they must work on extended hours and/or holidays, if necessary and required based on demand of work.
- xiv. In an event of deployed personnel availing leave and if required by MyGov suitable substitute(s) shall be provided by service provider as per mutual understanding with MyGov.
- xv. Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
- xvi. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between MyGov and service provider prior to deployment of manpower.
- xvii. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the MyGov's premises. The persons deployed should be polite, cordial, and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned.
- xviii. The persons deployed shall, during their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

5.4 Responsibilities of the MyGov

- i. MyGov may provide all the required equipment and facilities at the location(s) where the manpower Services are to be deployed to enable Service Provider's employees to perform and deliver as per agreed Terms and Conditions of this RFP.
- ii. The MyGov shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the MyGov becomes aware of them
- iii. The MyGov shall not be under any obligation for providing work to any of the personnel of the Service Provider after the expiry of the contract. The MyGov does not recognize any employee employer's relationship with any of the workers of the Service Provider.

6 Special Terms and Conditions of the Service

- i. The Service Provider should have a legal status, whether it will be a registered Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax.
- ii. The Service Provider shall ensure that all the relevant licenses/registrations/ permissions, which may be required for providing the services, are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the MyGov on demand.
- iii. Consortiums and sub-contracting are not allowed for the scope of this tender.

- iv. All the deployed requisite manpower as per the terms and conditions of the Bid must be employee of the Service Provider and no subcontracting is allowed.
- v. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the MyGov.
- vi. The MyGov or its representative shall have the right to inspect and/or to test the Services/Solution/Technology to check their conformity to the contract Specifications at no extra cost to the MyGov.
- vii. The MyGov will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the MyGov's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
- viii. The Service Provider shall be required to keep the MyGov updated about the change of address, change of the Management etc. from time to time.
- ix. The MyGov shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the MyGov, emergencies, exempted.
- x. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- xi. The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the MyGov Department so that optimal services of the persons deployed could be availed without any disruption.
- xii. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the MyGov Department.
- xiii. The MyGov Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xiv. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
- xv. In case a deployed person leaves the job in between (because of unsatisfactory performance or any other reason) or is absent for 3 consecutive days without any information to the MyGov, then an alternate equivalent resource is to be deployed by the Service Provider with immediate effect. MyGov will not make any payment for the duration when the required services are not rendered by the appointed agency.
- xvi. The Service Provider should furnish copies of all appointment documents of the deployed manpower to MyGov for its records from time to time.
- xvii. Retaining a candidate deployed by the Service Provider shall be the prerogative of MyGov and no resource change shall be made without written consent of the concerned Project Coordinator of the MyGov.
- xviii. In the event of the service provider or the concerned division of the company being taken over/bought over by another company, it shall be ensured in the negotiation for their transfer that all the obligations under the agreement with MyGov, are passed on for compliance by the new company/new division.
- xix. For the manpower deployed, The Service Provider will keep with them, their Aadhaar Number, Permanent Account Number (PAN), present and permanent address, educational and technical qualification details, character verification certificates, specimen signature

and two passport size photographs and furnish this details/information to MyGov at the time of deployment or soon thereafter as the case may be.

- xx. This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However, in case if any condition specified in General Terms and Conditions is contradicted by the condition stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

7 Activity Schedule and Deliverables

The deliverable associated with this assignment is as follows:

Sl. No.	Activity	Deliverable	Timelines in days (T: Date of WO)
1.	Mobilization of Team	Deployment of 5 resources required as per of order	T+7 days
2.	Taking KT from existing team	Handover from the existing team	T+30 days
3.	Start working independently	Handling full load of the MyGov setup	T+31 days
4.	Broad activities as per the scope at Section 5 above	All deliverables as per scope of RFP, including but not limited to following: VA clearance, OS, Web and DB security check, patching, automation playbooks, scripts, tools upgrade, code sync, cache clearing, custom access rules, checking, monitoring, and ensuring all services are working fine. Explore new tools to upgrade EOL tools, Replacement of Existing tool for new features & better performance. Migration of current portals to NDC BBSR from NDC SP	Based on mutually agreed timelines for the mentioned activities. T+31 days onwards till the engagement period

8 Payment Terms and Schedule

Sl. No.	Particulars	Payment Terms	Documents Required
1.	Billing for 4 resources (plus solution Architect as and when needed)	Quarterly invoicing at the end of each quarter based on actual number of days of deployment subject to deductions/penalties (if any)	<ol style="list-style-type: none"> 1. Sign off from reporting officer at NIC/MyGov 2. List of all the resources and their positions as per the RFP 3. Attendance validated by the reporting officer at NIC/MyGov

Note:

- All payments to the Service provider shall be made upon submission of invoices along with relevant signoffs from NIC/MyGov
- The above payments are subject to meeting of SLAs, failing which the appropriate deductions as mentioned in the SLA section of this RFP, will be made.

- c) The payments for the manpower deployment cost will be made within the standard government norms quarterly after the delivery of the services subject to deductions/penalties as defined in the RFP
- d) All payments will be released based on the unit rates agreed upon in the final contract/work order on pro-rata basis as per the actual number of days of deployment.
- e) Any monetary figure in decimal shall be rounded off to the nearest INR

9 Service Level Agreement

Penalties shall be capped at 10% of bill generated for that quarter. If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and MyGov will have full rights to terminate the contract after giving a notice of 30 days.

9.1 Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned in the following page:

#	Service level agreement	Penalties for non-compliance
1	Full control and overall responsibility of existing infrastructure within 30 days by the Service Provider's	Up to 30 days: No Penalty More than 30 days: A penalty of 1% of the total work order value in delay of each week beyond 30 days from the date of work order with capping of 10% of work order value. Post this it will lead to contract termination.
2	Non-deployment of any manpower mentioned in the contract as per the date of joining	Up to 10 Days, @0.5% per day of the total value (excluding GST etc.) of that resource mentioned in the order. Beyond 10 days @1% per day of the total value (excluding GST etc.) of that resource mentioned in the order. Beyond 30 days, MyGov will be free to cancel the order and get the work done through alternate sources at the cost and risk of the defaulting Service Provider. The order will be cancelled and order cancellation charges @10% of the work order value will be applicable.
3	Delay in deployment of proposed manpower at MyGov/NIC	<ul style="list-style-type: none"> • Up to 1 week no penalty • Beyond 1 week, 2% of the per month resource cost every week up to T+10 weeks. Delay post 10 weeks, may lead to termination of contract.
4	Replacement/ Closure of new position to be completed within the 15 days of MyGov raising the replacement request.	<ul style="list-style-type: none"> • Up to 15 days no penalty • Beyond 1 week, 2% of the per month resource cost every week up to T+10 weeks. Delay post 10 weeks, may lead to termination of contract.

#	Service level agreement	Penalties for non-compliance
5	If a resource is absent for 7 consecutive working days without any reasonable cause, then the resource will have to be replaced if required.	Substitute within 7 days with equivalent resource failing which, @ 0.5% per day of the total value of the absent resources up to 15 days. Beyond 15 days, @1% per day of the total value of the absent resources up to 30 days. Beyond 30 days, cancellation of the contract with cancellation charges @ 10% of the work order value.

10 Indemnity

- a) The MyGov stands indemnified of all legal obligations, past/present/future, of the service provider with its professionals/resources deployed to MyGov.
- b) The MyGov stands absolved of any liability on account of death or injury sustained by the staff deployed by the Service Provider during the performance of the contract and for any damages or compensation due to any dispute between the Service Provider and its staff so deployed.
- c) The Service Provider will indemnify MyGov of any infringement of third-party rights under the Patents Act or the IPR.

11 Confidentiality

The Service Provider and their deployed personnel will not, either during the term or after expiration of this contract, use, sell, disclose any proprietary or confidential information relating to the software, services, contract or business or operations of MyGov or its clients without the prior written consent of MyGov. The service provider must sign the Non-Disclosure Agreement with MyGov.

12 Security

The Service Provider will ensure that no information about the software, hardware, database, and the policies of the client organization is taken out in any form including electronic form or otherwise, by the manpower posted by them.

13 Termination of Contract:

i. Termination by MyGov:

The MyGov reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days' notice in writing:

- a. In case MyGov finds the illegal use of connections, hardware and software tools that are dedicated to MyGov or its clients only.
- b. In case the Service Provider is not paying salary continuously for 2 months or three defaults in payment of salary in a year to the manpower against the order as per the terms and condition of the tender. The MyGov may ask the Service Provider to provide proof of salary transaction to the manpower deployed by them.
- c. In case the Service Provider is not meeting the Qualification, experience of the manpower as per the terms and conditions of the tender.
- d. In case the Service Provider is not providing benefits of PF/EPF, ESIC or Medical Insurance etc. or other facilities as per tender document to the eligible manpower.
- e. In case the Service Provider is not depositing TDS deducted from the salary of the manpower to the Income Tax Department.

MyGov reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 90 days' notice in writing.

ii. **Termination for Insolvency, Dissolution etc.:**

The MyGov may at any time terminate the contract by giving written notice to the qualified bidder without compensation to the qualified bidder, if the qualified bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to MyGov.

iii. **Termination for Default:**

The MyGov may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit) by written notice of default issued to the Service Provider, terminate the contract in whole or in part after sending a notice to the Service Provider in this regard: a) If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by MyGov, or b) If the Service Provider fails to perform any other obligation under the contract.

iv. **Termination for Convenience:**

The MyGov may by written notice, sent to the selected bidder, terminate the order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for MyGov's convenience, the extent to which performance of work under the order and/or the contract is terminated and the date upon which such termination becomes effective. MyGov reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

v. **Conditions for Termination:**

- a) Upon occurrence of an event of default as set out in above clauses, MyGov will deliver a default notice in writing to the Service Provider which shall specify the event of default and give the Service Provider an opportunity to correct the default.
- b) At the expiry of the notice period, unless the party receiving the default notice remedied the default, MyGov may terminate the agreement.

14 No Claim Certificate:

The qualified bidder shall not be entitled to make any claim, whatsoever, against MyGov or its clients/representatives under or by virtue of or arising out of this contract nor shall MyGov or its clients entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of MyGov or its client in such forms as shall be required by MyGov after the works are finally accepted.

15 Suspension:

MyGov may by a written notice of suspension, suspend all payments to the qualified bidder under the contract, if the qualified bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension: Shall specify the nature of the failure and shall request the qualified bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

16 Force Majeure:

- i. Force majeure clause will mean and be limited to the following in the execution of the contract/orders placed by MyGov:

- War/hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning, or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the Service Provider.
- ii. The Service Provider will advise MyGov in writing, duly certified by the local chamber of Commerce, the beginning, and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MyGov reserves the right to cancel the order without any obligation to compensate the Service Provider.

17 Arbitration:

MyGov and the Service Provider will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Ministry of Electronics & Information Technology (MeitY) and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

18 Applicable Law:

The Agreement/Contract/order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. The Service Provider and their deployed personnel either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of MyGov without the prior written consent of MyGov.

19 Pre-Bid queries format.

Bidders can seek written clarifications within one week of the release of bid to the email address on which the bidder received confirmation of registering the bid. The clarification shall be issued by the Authority and will be published on the Bid. The queries should necessarily be submitted in the following format:

Sl. No	RFP from GeM Bid Document Reference	Content of RFP from GeM Bid requiring clarification	Points of Clarification

Note: Any query of the bidders will not be entertained after one week of release of the bid.

20 Technical Eligibility Criteria

Sl. No	Criteria	Required Documents
1	The service provider 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. with their registered office in India for the last Ten Years. Must have a valid PAN, GST Registration, EPF registration, ESIC Registration, State Labour Registration, as applicable.	<ol style="list-style-type: none"> 1. Certificate of Incorporation 2. Copy of PAN 3. GST Registration 4. Copies of Articles of Association 5. EPF registration/ESIC Registration/ State Labour Registration
2	The Bidder should have positive Networth in any one FY in the last three financial years.	Audited financial statements & CA Certificate for positive Networth in any one FY in the last three financial years.
3	The Bidder should have a minimum annual average turnover of Rs 10 crore from ICT infrastructure related projects for each of the last three Financial Years. Note: Turnover from only supply of Hardware/IT infrastructure shall not be considered.	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for the last 3 financial years
4	The Bidder must have at least 100 employees on organization's payroll for the last three financial years. Note: The Bidder must have at least 25 employees with minimum qualification – B.E./B. Tech/MCA continuously on its rolls for the past one year.	An undertaking / self-declaration duly signed (with Organization seal), by the HR Head/CA/CS/Authorize Signatory
5	The Bidder shall submit an undertaking of non-Blacklisting (during the last five years) by any agency/department/etc. under the Central/State/PSUs.	An undertaking / self-declaration duly signed (with Organization seal), by the Authorize Signatory
6	The Bidder should hold a valid CMMi Level 5 or CMMi Level 3 certificate (s) for working in software development and support.	Copy of valid Certification (Agency must certify that all the units of Agency's organization related to this Bid holds this certificate)
7	The bidder should have executed minimum two (2) infrastructure service-related projects, each of Rs. 1 crore or more during the last three financial years in any Govt./PSU/Bank/ Corporate entity in India	<ol style="list-style-type: none"> a) Purchase orders / work orders. The date on the Purchase orders/work orders must fall within that financial year to be considered as documentary proof for that financial year. b) Performance certificate/ completion certificate from the clients or certificate signed by CA must be submitted as supporting documents c) Project details as per the format furnished in the RFP, on the total five (5) Projects in the last three

Sl. No	Criteria	Required Documents
		financial years.

21 Technical Evaluation Criteria (QCBS):

S. No	Parameter	Criteria	Documents Required	Max. Marks
1	Financial Turnover	<p>The Bidder should have a minimum annual average turnover of Rs 10 crore from ICT infrastructure related projects for each of the last three Financial Years.</p> <p>a) INR 10 crore: 5 marks b) For each additional average annual turnover of INR 2 crore: 1 mark up to maximum 5 marks</p>	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for the last 3 financial years	10
2	Projects/ Work Orders	<p>The bidder must have successfully executed/completed infrastructure service-related projects, as per the "Scope of Work", for any Govt./PSU/Bank/corporates in India each of Rs. 1 crore or more in the last three financial</p> <p>2 Projects: 5 marks 3 Projects: 10 marks 4 Projects: 15 marks >4 Projects: 20 marks</p> <p>Note 1: Value of Work Order will be considered as inclusive of all taxes. Note 2: Subsequent Work Orders, in continuation of existing Work Orders, for any Project will be considered as a single W/O</p>	Copies of work orders along with certificate from the CS and CA of the Bidder certifying relevant work order value for the period; and name & address of clients who may be contacted for further information on those contracts.	20
3	Technical Manpower Strength of Bidder	<p>Present strength of manpower (permanent employees) on the Service Provider's payroll, as on bid submission date</p> <p>i. 100 to 125 manpower - 10 marks, ii. 125 to 150 manpower - 15 marks, iii. More than 150 manpower - 20 marks</p> <p>Note1: Bidder will be considered only in one of the above-mentioned categories. Note 2: Manpower of subsidiaries companies will not be considered.</p>	An undertaking / self-declaration duly signed (with organization seal), by the HR Head/ CA/ CS/Authorize Signatory	20

S. No	Parameter	Criteria	Documents Required	Max. Marks
4	Certifications	The Bidder will be awarded marks for certifications accordingly: i. CMMi Level 3 – 3 Marks ii. CMMi Level 5 – 5 Marks iii. ISO/IEC 27001:2013 – 2.5 Marks iv. ISO 9001:2015/ 20000:2011– 2.5 Marks	Copy of valid certificate(s) in the name of The Bidder attested by the authorized signatory of the organization	10
5	Technical Presentation	Agencies will be called for a technical presentation and Personal Interview of the proposed resources	a) Technical presentation: 20 Marks: The presentation should cover brief on experience related to the Scope of Work with emphasis on Government /PSU projects in the last three financial years, deployment plan, manpower retention strategies, handling of staff resignation including provision of backup pool b) Each proposed candidate's personal interview and their CV- 20 Marks	40

Note:

1. Ratio of 70:30 will be maintained between Technical and Financial scores to arrive at the overall score.
2. To qualify for financial evaluation, the Bidder must score at least (70 Marks out of 100) in technical evaluation carried out based on above-mentioned criteria.

Important Note: The selected bidder must take the full control and overall responsibility of existing infrastructure within 30 days from the date of order.

22 Qualification Methodology

a. Technical Evaluation Mechanism:

The technical eligibility bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC) as per the details submitted in the Technical Eligibility Criteria:

1. Bids not satisfying the technical eligibility criteria will be rejected. The TEC will then evaluate information submitted as per RFP terms and conditions.
2. The agencies qualify the PQ criteria will be called for technical presentation
3. On request from the TEC, the Bidder may have to submit additional information as and when required.
4. The time limit, in which the Bidder must submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Agency failing to adhere to the specified time limit will be rejected.

b. Financial Evaluation

The financial evaluation will be done as per the GeM process.

c. Final Evaluation

Bid evaluation will be carried out on Quality Cost Based System (QCBS) on a 70:30 basis.

23 Resource Categories, Educational Qualifications and Experiences

Sr. No.	Role	Primary Skill set	Minimum Qualification	Yrs. of Exp.
1	<p>Sr. DevOps Engineer - 8 Yrs. of overall experience of working on Open-Source Linux based OS and wide range of Open-Source Tools for Linux</p> <p>Total Requirement - 1</p>	<p>Should be able to perform all below work/task independently as well as delegate and monitor, assignment, and completion of tasks in time bound manner:</p> <ul style="list-style-type: none"> a. Expertise in Linux Kernel based OS particularly RedHat and Centos, Virtualization layer by RedHat, VMware Technology b. Provisioning and distribution of storage types c. Database operations, Performance Tuning, Clustering, Slow Query Analysis, Query optimization covering both SQL and NoSQL databases, exporting, and importing of data d. Infrastructure Security at network, OS, Container and Application level, VA fixing, applying OS and application patches, hardening of servers e. Thorough knowledge of Content Management Systems like Drupal, WordPress, etc., configuring and deploying Developing, Staging and Production environments f. Keen to explore and implement open-source tools in addition to maintaining existing open-source tools g. Mandatory Experience in managing Docker environment and hosting of applications in Kubernetes h. Effectively able to Document the activities, architecture changes, installation procedures etc. i. Capable of writing Shell scripts to automate the tasks j. Regularly monitor, maintain, analyze system logs of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc. Ensure that the 	<p>B. Tech/B. E/ MCA/M.SC or Equivalent, certifications will be an added advantage</p>	<p>8+</p>

Sr. No.	Role	Primary Skill set	Minimum Qualification	Yrs. of Exp.
		<p>bottlenecks in the infrastructure are identified and fine-tuning is done for optimal performance.</p> <p>k. Planning and Defining Scope, Activity Planning and Sequencing, Resource Planning., Developing Schedules, Time Estimating, Cost Estimating, Developing a Budget, Documentation, Excellent communication in verbal and written form, Agile, SCRUM and Kanban methodologies, Sprints management and release Lifecycle.</p> <p>i. Operational knowledge of OpenStack, Kubernetes and Ceph cluster</p>		
2.	<p>DevOps Engineer - 5 Yrs.of overall experience of working on Open-Source Linux based OS and applicable Open-Source Tools for Linux</p> <p>Total Requirement - 1</p>	<p>Should be able to perform all below work/task independently will be a backup for the Sr. DevOps Engineer and always in synch with Sr. DevOps Engineer, ability to effectively communicate and make other DevOps Engineer clear regarding the tasks to be performed with the appropriate steps required to perform:</p> <p>a. Expertise in Linux Kernel based OS particularly RedHat and Centos, Virtualization layer by RedHat, VMware Technology</p> <p>b. Provisioning and distribution of storage types</p> <p>c. Database operations, Performance Tuning, Clustering, Slow Query Analysis, Query optimization covering both SQL and NoSQL databases, exporting, and importing of data</p> <p>d. Infrastructure Security at network, OS, Container and Application level, VA fixing, applying OS and application patches, hardening of servers</p> <p>e. Thorough knowledge of Content Management Systems like Drupal, WordPress, etc., configuring and deploying Developing, Staging and Production environments</p> <p>f. Keen to explore and implement open-source tools in addition to maintaining existing open-source tools</p> <p>g. Mandatory Experience in</p>	B. Tech/B. E/ MCA/M.SC or Equivalent, certifications will be an added advantage	5+

Sr. No.	Role	Primary Skill set	Minimum Qualification	Yrs. of Exp.
		<p>managing Docker environment and hosting of applications in Kubernetes</p> <p>h. Effectively able to Document the activities, architecture changes, installation procedures etc.</p> <p>i. Capable of writing Shell scripts to automate the tasks</p> <p>j. Regularly monitor, maintain, analyze system logs of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.</p> <p>k. Ensure that the bottlenecks in the infrastructure are identified and fine-tuning is done for optimal performance</p> <p>l. Operational knowledge of OpenStack, Kubernetes and Ceph clusters</p>		
3.	<p>Jr. DevOps Engineer – 3 Yrs. of overall experience of working on Open-Source Linux based OS and applicable Open-Source Tools for Linux</p> <p>Total Requirement - 2</p>	<p>Should be able to perform all below work/task independently under the guidance of Sr. DevOps Engineer and DevOps Engineer, both the Jr. DevOps Engineers should always be in sync with each other while carrying out any task.</p> <p>a. Expertise in Linux Kernel based OS particularly RedHat and Centos, Virtualization layer by RedHat, VMware Technology</p> <p>b. Provisioning and distribution of storage types of Database operations, Performance Tuning, Clustering, Slow Query Analysis, Query optimization covering both SQL and NoSQL databases, exporting, and importing of data</p> <p>c. Infrastructure Security both at OS level and Application level, VA fixing, applying OS and application patches, hardening of servers</p> <p>d. Thorough knowledge of Content Management Systems like Drupal, WordPress, etc., configuring and deploying Developing, Staging and Production environments</p> <p>e. Keen to explore and implement open-source tools in addition to maintaining existing open-source tools</p> <p>f. Mandatory Experience in managing Docker environment</p>	B. Tech/B. E/ MCA/M.SC or Equivalent, certifications will be an advantage	3+

Sr. No.	Role	Primary Skill set	Minimum Qualification	Yrs. of Exp.
		<p>and hosting of applications in Kubernetes</p> <p>g. Effectively able to Document the activities, architecture changes, installation procedures etc.</p> <p>h. Capable of writing Shell scripts to automate the tasks</p> <p>i. Regularly monitor, maintain, analyze system logs of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc. Ensure that the bottlenecks in the infrastructure are identified and fine-tuning is done for optimal performance</p> <p>j. Routine Tasks as and when required by Development Team and other Team members</p>		
4	Linux Architect On Need Basis	Linux Architect should be a senior resource whose services will be required on consultancy basis as per the requirement with 2days in a month , unutilized visits in a month would be carried forward. He will be responsible to get regular feedbacks from the on-site deployed team, guide and resolve technical issues beyond the capabilities of the deployed team. Interact with the MyGov management and present the fortnightly/monthly progress of the teams. Keep a track on the open tickets/tasks, raising flags if the task is going beyond a reasonable time, limit.	B. Tech/B. E/MCA/M.Sc. (Computer Sc.)/M. Tech/PhD and Equivalent with suitable certifications in the field	15+

Note:

- a) All these resources deployment will be for a period of 3 years
- b) The CVs for each proposed candidate need to be submitted as per the prescribed format in this RFP.

24 Annexures and Forms:

Note: Bidders must fill and submit these forms as per prescribed formats in this RFP only.

24.1 Format for Approach and Methodology

Based on the broad areas of work outlined in the RFP and bidder's own experiences, bidders are required to provide details in the form of write-up as well as Power Point Presentation: -

A)	General	
I	Name	
II	Office Address with phone/ fax No. & email address	
III	Name of Contact Person/s with Designation	
B)	Details of Present Activities in Brief	
I	Activity level and turnover for last 3 years	
II	Brief details of present activity highlighting work in supply of manpower	
III	Existing infrastructure setup available in Delhi.	
C)	Project Proposal	
I	Demonstration of understanding of the Project Objective	
II	Risk Assessment & its mitigation plan	
III	Approach with detailed Project Plan including periodical activities with Work Breakdown Structures, milestones & Project review mechanism etc.	
IV	Location wise proposed Operational Manpower plan along with governance structure for meeting project SLAs	
D)	Business Plan	
-		
-		
E)	Action Plan for Project Period	Describe the work to be done by Agency
Note: the agency should explain the time schedule of the deliverables and in what order will they proceed further.		

Signature of the Bidder with Seal

24.2 Format for Project Citation

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

Note: The same should be duly signed and stamped.

Signature of the Bidder with Seal

24.3 Format for Covering Letter

(To be submitted on the letter head of the bidder)

To
The Chief Executive Officer, MyGov,
3rd Floor, Electronics Niketan, MeitY,
New Delhi-110003

Subject: Submission of Proposal for RFP No. <<...>>

Dear Sir,

This is to notify you that our company is submitting a Proposal in response to RFP No MyGov/... for (RFP) with MyGov, Ministry of Electronics & IT (MeitY), GoI.

Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name and Address		
Name		
Mobile		
E-mail		

For supplying items/delivering services under this RFP we are

Appointing <Name of Authorized Partner> (if applicable) as our Authorized Partner.

We are responsible for communicating to MyGov in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold MyGov responsible for any non-receipt of Proposal process communication in case such a change of information is not communicated and confirmed with MyGov on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP document including all forms, schedules, and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company agrees with the terms and conditions of the RFP and the procedure for bidding, evaluation, and selection.

We have enclosed the Bid Security Declaration as per the RFP conditions and we understand that it is liable to be forfeited in accordance with the provisions of RFP documents. We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to MyGov, are true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled MyGov in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favors to our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract with MyGov.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]: Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder: Place:

Date:

24.4 Format for Bank Guarantee

To,
The Chief Executive Officer (CEO)
MyGov, 3rd Floor, Room no-3015
Ministry of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003

WHEREAS the successful bidder (hereinafter called "the agency"), having its office at _____ has undertaken, in pursuance of Work order/LOI dated _____, to provide services under this RFP category.....to MyGov, Ministry of Electronics and Information Technology, GoI (hereinafter called "the beneficiary") having its office at MyGov, 3rd Floor, Room no-3015, Ministry of Electronics and Information Technology (Government of India) Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003

And whereas it has been stipulated by in the said Work order/Letter of Intent no. _____ of Intent that the Agency shall furnish a bank guarantee from a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Work order/Letter of Intent issued dated _____.

And whereas we, _____ (Name of the Bank) a banking company incorporated and having its head /registered office at _____ (address of the registered office>> and having one of its offices at <<address of the local office) have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR _____ (Rupees _____) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the Work Order/Letter of Intent and without cavil or argument, any sum or sums within the limits of INR _____ (Rupees _____) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Work Order/LoI issued to be performed there under or of any of the contract which may be made between you and the agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until _____ (Insert Date).

Notwithstanding anything contained herein:

- i) Our liability under this bank guarantee shall not exceed INR _____ (Rupees _____).
- ii) This bank guarantee shall be valid up to _____ period.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date

24.5 Format for Pre-Qualification Criteria bid

Pre-Qualification Bid Covering Letter

<Location, Date>

To

The Chief Executive Officer, MyGov,
3rd Floor, Electronics Niketan, MeitY, New Delhi-110003

Subject: Submission of the pre-qualification bid for this RFP

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services in accordance with your RFP dated [Insert Date] and our Proposal. We are hereby submitting our pre-qualification proposal.

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

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

Please put the Eligibility/Pre-qualification table given in this RFP and its compliance

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

Yours sincerely, (Authorized Signatory)

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

24.6 Format for Technical Bid

Technical Bid Covering Letter

<Location, Date>

To,
The Chief Executive Officer, MyGov,
3rd Floor, Electronics Niketan, MeitY, New Delhi-110003

Subject: Submission of the Technical- qualification bid.....

Dear Sir,

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

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

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

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

Please put the Technical-qualification table given in this RFP and its compliance inline to the RFP

Yours sincerely, (Authorized Signatory)

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

24.7 Format for Financial Bid

Technical Bid Covering Letter

<Location, Date>

To,

The Chief Executive Officer, MyGov,
3rd Floor, Electronics Niketan, MeitY, New Delhi-110003

Subject: Submission of the Financial bid for RFP.....

Dear Sir,

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

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document. We understand you are not bound to accept any Proposal you receive.

SI No	Profile	Quantity (No of Position)	Man, Month Rate (in INR inclusive of Taxes)	Duration (in Months)	Total Cost (in INR inclusive of Taxes)
		A	B	C	D= A*B*C
1	Sr. DevOps Engineer - 8 Yrs. of overall experience of working on Open-Source Linux based OS and wide range of Open-Source Tools for Linux	1		36	
2	DevOps Engineer - 5 Yrs. of overall experience of working on Open-Source Linux based OS and applicable Open-Source Tools for Linux	1		36	
3	Jr. DevOps Engineer – 3 Yrs. of overall experience of working on Open- Source Linux based OS and applicable Open-Source Tools for Linux	2		36	
4	Linux Architect B. Tech/B. E/M CA/M.Sc. (Computer Sc.)/M. Tech/ PhD and Equivalent with suitable certifications in the field with 15 years of experience : Deployment on Need Basis i.e., 2 days in each month	1		3	
	Total Value in Figure				
	Total Value in Words				

Note:

- a) In the financial bid format, the rate shall be quoted in Indian Rupees in figures and words. In case of discrepancy between the rate quoted in figures and words, the rate quoted in words will be taken as final and shall be binding on the agency.
- b) All payments will be subjected to deduction of application taxes and penalties if any as per SLA.
- c) The bidders are required to submit a Financial Quote as per format prescribed in the RFP only.

Yours sincerely

(Authorized Signatory)

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

24.8 Format for Non-Disclosure Agreement Format

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 for _____ 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:

1. Definitions. As used herein:

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

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

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein
- b. 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
- c. Not to make or retain a 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
- d. 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

- e. Return to the other party, or destroy, at Department's discretion, any partial and all complete Confidential Information disclosed in oral/ printed form or other permanent records, 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.
 - f. Not to discuss with any member of the public, media, press, any, or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. 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.
4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:
 - a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. 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
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information
5. 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, the Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by the Company of the 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.
6. 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 outlined 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.
7. 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.
8. 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.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. 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

- a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b. The place of arbitration shall be the New Delhi
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in the English language.
11. The arbitration proceedings shall be completed within 180 days from the date of reference of the dispute to arbitration.
 12. 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.
 13. 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.
 14. 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.
 15. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
 16. 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.
 17. 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.
 18. 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 WHEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year have first written above.

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

24.9 Format for Bid Security Declaration

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

RFP Number:

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

Subject: Bid Security Declaration for - - - (RFP with MyGov)

We, _____(Name of Bidder) understand that, according to Bid condition, bids must be supported by a Bid Security Declaration, therefore rather than submitting the EMD, We render the declaration that: 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 on bid submission closing date, if we are in breach of any of the following obligation (s) under the bid conditions: -

- a. If, after the bid opening, we withdraw the proposal
- b. During the Bid process, if a bidder indulges in any act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
- c. If, we do not accept the correction of arithmetical errors of the Bid prices.
- d. 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 RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- e. In any other case specifically provided for in RFP.

Signature_____

Name of the Bidder_____

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

Date Signed_____ day of _____

Note:

Scan copy to be submitted

24.10 Format for Non-Blacklisting Self Declaration

<<On Bidder's Letterhead>>

To,

Chief Executive Officer MyGov

Ministry of Electronics and Information Technology

CGO Complex, Lodhi Road, New Delhi 110003

This is to certify that _____ (name of the bidder), 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 same to 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: (Authorized Signatory)

Name:

Designation:

Address:

Seal:

Date:

24.11 Format of submission of CVs

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

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 name: (Please mention the details of <u>each</u> project separately)			
	Client name:		Position held:	
	Project duration:		Number of team members:	
	Technology used in project:			
	Brief description of the activities carried out by the resource person:			
12.	I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Name and signature (resource person)		Name and signature (authorized signatory of bidder)	
	Date of signing		Place of signing	

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