

Request for Proposal
for
Selection of Agency for Selection of Agency for
Engaging Manpower for Implementation of
MyGov-Manipur



GOVERNMENT OF MANIPUR
DEPARTMENT OF INFORMATION TECHNOLOGY
4th Floor, West Block, New Secretariat, Imphal -795001
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Disclaimer

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Data Sheet

SI No.	Particulars	Description
1	Document Reference Number	32/18/2017-DIT dated 7/4/2018
2	Bid Inviting authority	Department of Information Technology, Government of Manipur.
3	Tender Fee (Non-refundable)	Rs. 10,000/- (Rupees Ten Thousand only)
4	Earnest Money Deposit (EMD)	Rs. 5,00000/- (Rupees Five Lakh Only)
5	Last date and time for submission of pre-bid queries through mail (dit-mn@nic.in/ditmanipur@icloud.com)	12.04.2018 upto noon
6	Pre Bid meeting	17.04.2018 at 11.00 AM at Secretary (IT) office Chamber, Old Secretariat, Imphal.
7	Last Date & Time for submission of Online Bid (Technical and Financial)	24.04.2018 till 3.00 PM (https://manipurtenders.gov.in)
8	Opening of Technical Bid	25.04.2018 Noon, at the office of Director (IT), New Secretariat, Imphal.
9	Technical Presentation	27.04.2018 , 11.00 AM at Old Secretariat Conference Hall,
10	Tender documents available and subsequent Clarification/ Modification/ Corrigendum , if any	1. https://manipurtenders.gov.in 2. www.manipur.gov.in
11	Selection method	Method of Selection QCBS
12	Validity	Minimum 180 days from the due date of submission of Bid as mentioned in this TENDER or the subsequent corrigendum (if any)

MyGov, Manipur

The Government of Manipur, considering the popularity and effectiveness of MyGov, has decided to set up State instance of MyGov to manage Social media presence of Government of Manipur. The State instance will have the entire feature available in central MyGov instance and same will be customized for the Government of Manipur as per requirements. In order to implement, promote and manage the content, the Government of Manipur has decided to engage a 'Digital Media Agency' through Open Tender to implementation MyGov Manipur.

Invitation to Bidders

This invitation is valid only for those agencies who have experience in the field of Digital Media Services .

1. The invitation is engaging of manpower by Government of Manipur through Open Tender to implementation MyGov Manipur.
2. The issuer of the bid may, at its own discretion, extend the date for submission of Bids. In such a case all rights and obligations of issuer of the bid and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Instructions to Bidders

1. Tender Fee and Earnest Money Deposit (EMD)
 - a) Tender Fee of Rs. 10,000/- and Earnest Money Deposit of Rs 5,00,000.- in the form of a Banker's Cheque or Demand Draft drawn on any Commercial Bank in favour of The Director, Department of Information Technology, Government of Manipur. The same should reach the Director, Department of Information Technology, 4th Floor, Western Block, New Secretariat, Imphal-795001, on or before the due date and time for submission of bids failing which offer will be liable for rejection.
 - b) Bids submitted without Tender Fee and EMD will stand rejected. EMD will not be accepted in the form of cash / cheque. No interest is payable on EMD.
 - c) The EMD of unsuccessful bidder(s) will be returned within one month from the date of the placing of the final order on the selected bidder.
 - d) The EMD for successful bidder shall be refunded without any interest after submission of Performance Guarantee as mentioned later in this document.

e) However if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.

Conflict of Interest

- The Selected Agency should provide professional, objective and impartial service and hold Government of Manipur interest paramount.
- The selected agency shall not downstream or outsource any part of the scope of work.
- Non-disclosure of such an association will lead to termination of Agency.

Validity of Bid

The following will be considered for the validity of the Bids deemed submitted:

- Bids shall remain valid for a period of 180 days from the date of submission of Bid.
- Issuer of the bid reserves the right to reject a Bid valid for a shorter period as non- responsive.
- In exceptional circumstances, the issuer of the bid may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

Right to Accept or Reject any Bid

Issuer of the bid as per instruction of the Department of Information Technology, Government of Manipur reserves the right to annul this process, or to accept or reject any or all the Bids 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.

Fraud & Corruption

It is required that the Bidders submitting Bid 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:

- "**Corrupt Practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of Government of Manipur or its personnel or its representatives in Work Order executions.
- "**Fraudulent Practice**" means a misrepresentation of facts, descriptions submitted as part of your Bid in order to influence this selection process or

the execution of a Work Order, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive Government of Manipur benefits of free and open competition.

- **“Unfair Trade Practice”** means supply of services different from what is ordered on, or change in the Scope of Work.
- **“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 Work Order.
- Issuer of the bid will reject a Bid for award, if it finds that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- Issuer of the bid also as per instruction of the IT Department, Government of Manipur will declare an Agency ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it at any point in time, determines that the Firm/Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

Clarifications & Amendments of SCOPE OF WORK Document

- During the process of evaluation of Bids, Issuer of the bid may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed time-frame.
- Issuer of the bid as per instruction of the Government of Manipur may for any reason, modify this RFP document from time to time.
- The amendment(s) to this RFP would be clearly spelt out and the Bidders may be asked to amend their Bid due to such amendments before submission date and time.
- Clarification may be sought during the pre-bid meeting as per data sheet. Clarifications and corrigendum issued will form a part of the final agreement.

Preparation of Bid

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

- The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the Scope of Work of this RFQ document. Failure to furnish all the necessary information as required by the Scope of Work or submission of a Bid not substantially responsive to all the requirements as mentioned in the Scope of Work shall be at Bidder's own risk and may be liable for rejection.
- The Bid and all associated correspondence shall be written in English, and shall conform to prescribed formats. Any interlineations, erasures or over

writings shall be valid only if they are initiated by the authorized person signing the Bid.

- The Bid shall be in indelible ink and shall be signed by the authorized signatory of the Bidder. The Authorized person(s) means one who binds the Bidder to the Work Order. The letter of authorization shall be indicated by written power of attorney/resolution of board and shall accompany the Bid.
- The bidder shall mention name & address of the Bidder to enable the Bid to be returned in case it is declared late bid and for matching purposes. (DELETE)
- Detailed Bids complete in all respect and in the forms & submitted in the stipulated manner shall be treated as valid.
- No Bidder is allowed to modify, substitute, or withdraw the Bid after its submission.

Submission of Bid

The bidder is responsible for registration on the e-procurement portal (www.manipurtenders.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number mentioned there.

The bidder shall submit the bid online as described below:

- a) The Technical and Financial bid should be submitted only through the e-procurement Portal.
- b) Technical Proposal - Scanned copy in PDF file format, signed on each page, with file name clearly mentioning: "Eligibility Criteria / Technical Proposal for Tender No <>". The proposal should be as per the format provided in Annexure of this document.
- c) Financial Proposal - Financial proposals would be filled on e-procurement portal.
- d) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- e) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- f) The bid has to be submitted only online through www.manipurtenders.gov.in website. No physical submission of bids would be acceptable.

5. Rates Quoted should be for Providing onsite Manpower at Department of Information Technology, 4th Floor, Western Block, New Secretariat, Imphal - 795001 for a period of 2 years.

6. Bid Evaluation

- a) Technical bid along with Eligibility Criteria will be evaluated first.
- b) Financial bids of only those Bidders who have been qualified in the Technical bid along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address.

7. Interpretation of the clauses in the Tender Document / Contract Document - In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, interpretation of clauses by The Director, Department of Information Technology, Government of Manipur, shall be final and binding on all parties.

Bidders shall submit their Original Tender Fee & EMD at the office address on or before the last date and time for receipt of Bids mentioned in Data Sheet.

- Bidder shall be required to submit the complete Bid
 - Covering Letter (Annexure 1)
 - Power of Attorney (Annexure 2)
- Every page of the document submitted by the bidder must be duly signed by the authorised signatory of the firm/company along with the official seal. The Bid shall be in following format:

1. Technical Bid: **“Technical Bid - Request for Proposal (RFP) for Selection of Agency for Engaging Manpower for Implementation of MyGov, Manipur.”**
2. **for Selection of Agency for Engaging Manpower for Implementation of MyGov, Manipur.”**
 - a. Turn Over
 - b. Inhouse Manpower Facility Capability
 - c. Bidders Experience/ Eligibility
 - d. Bidders understanding on the Scope
 - e. Proposed Approach Methodology
3. Financial Bid: The envelope containing Financial Bid shall be sealed and superscripted as **“Commercial Bid - Request for Proposal (RFP) for Selection of Agency for Engaging Manpower for Implementation of MyGov, Manipur.”**
 - a. **Annexure 3 & 4** shall be submitted as the Commercial Bid. Bidder must provide a single quotation inclusive of all eligible taxes and duties. No extra out-of pocket expenses will be reimbursed.
4. Only Selected Bidders will be asked to submit the following items. Dates will be announced in due course of time.
 - a. Qualification and Experience of all resources for MyGov, Manipur (Annexure 5) and Contract Agreement.

Bidders Eligibility

Pre Qualification Criteria	Proof of Document Required
The Agency should be a registered company under Companies Act.	
The Agency should have a minimum average annual turnover of Rs. 30 crore over the last three (3) financial years	
The Agency should have been profitable (PAT) in at least one (1) year out of last three (3) years. Supporting	

the fact the bidder should furnish Auditors' Certificate for last three years ending March 2017.	
The agency should have had a Net worth of at least Rs. One crore at the close of the preceding financial year i.e. 2016-17.	
The Agency should have office in North East.	
The Agency should have a software development experience for Government, PSU.	
The agency should have experience in managing social media for a state government in North Eastern region with at least one project of similar nature.	
The Agency should have preferably worked on MyGov Project in past,	
The Agency should not currently have been blacklisted by any Government Agency or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance	Self-Declaration/ undertaking by bidder on letter head.

Evaluation of Bids

The Bid will be opened as per the schedule mentioned in the Data Sheet. Authorized representatives of the Bidders may choose to attend the Bid Opening process. The Government of Manipur will constitute Evaluation Committee to evaluate the Bids submitted by Bidders for a detailed scrutiny.

The agencies shall be asked to present the following aspect in front of the bid evaluation committee of Govt. of Manipur.

The scoring will be done as per section: "Award of work"

Payment Terms

No advance payment shall be made to the selected agency. 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. The agreed rates of the selected agency shall be used to make payments.

Milestone	Criteria	Documents
End of each Quarter	Manpower utilized by Government of Manipur during the period	Successful work completion report by authorised Officer of Government of Manipur

The below table suggested the minimum manpower required for the stated assignment

Sl. No.	Role/ Category	No. of Resources
1	Project Lead (Creative and Social Media Team)	1
2	Social Media Analytics Expert	2
3	Video Editors	1
4	Graphics Design Experts	1
5	Content Writer (Hindi-English-Hindi)	2
6	Content Writer (For Local Language)	1
7	Asst. Manager (Promotions & PR)	1
8	Manager (YouTube/Face book/Twitter etc)	1

Notes -

- The engagement of the resources is for a period of 24 months and rates quoted by agency shall be valid for this entire period of each resource
- Price should also indicate applicable taxes
- Payments shall be made to the selected agency after deduction of applicable TDS
- No. of days utilized by a particular resource shall be determined by the quality of work done by deployed resource as assessed by Officer in charge MyGov, Manipur. Assessment shall be made on quality of output/outcome of the work done.
- In case the work done/output/outcome of the effort put in by the deployed resources is not as per expectations of Govt. of Manipur, such days shall not be considered as utilized days of resources and payment shall be adjusted accordingly.
- Selected agency shall submit the invoice at the end of each quarter with the supporting successful work done report for each resources deployed authorized by concerned authority MyGov, Manipur for further processing.
- The Government of Manipur shall extend all support to release the payment to selected agency in 15 days timeframe subject to all required approvals and reports are in place.

Key Tasks of the assignment - Scope of Work for the Selected Agency

The selected Agency shall execute the below mentioned tasks, but not limited to:

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1. The agency shall be required to manage the complete social media presence of MyGov, Manipur.

- a. Providing the roadmap of social media campaigns (Online) as per MyGov protocol, during the period of agency's tenure, on themes/ subjects to be decided in consultation with MyGov Manipur.
- b. Executing the digital campaigns on the basis of overall Social Media strategy and undertake activities like optimization of campaign, reporting etc.
- c. New Look, Updates and Engage with users,
 - i. Give all the Social Media Platforms a new look every week by putting up new creative's in line with overall theme/strategy approved by for the period of engagement.
 - ii. Daily informative and promotional updates in the form of relevant text, photos, audio, interactive content, interviews, news, organize online surveys, quizzes, contests and others on all the social media platforms in consultation. Publicize all cultural events on all the social media platforms .
- d. Engage all various government departments to conduct all the public engagement through MyGov Manipur.
- e. Field activities, like
 - i. Discussion with the students in various schools, colleges, universities etc.
 - ii. Run awareness programme on city cleanliness, prevention of diseases.
 - iii. Audio and video coverage of all these campaigns.
- f. Create relevant tagging & linkages of content on the all platforms.

2. Query Management, Media Tracking and Reporting

- a. All the queries received on the platforms must be replied to and addressed within 24 Working hours in consultation with the department s social media team.
- b. Use a good industry standard monitoring tool (like Hoot suite, Buffer, Local Response, Brand watch, Across or similar monitoring tool) for analyzing comments / remarks about mygov.mp in various online media like e-newspapers, e-magazines, blogs, social media platforms at national & international level.
- c. Regular watch on effectiveness of social media strategy for publicity of mygov.mp page.
- d. The agency must submit a detailed analysis on the steps undertaken for overall promotion of page on the Social Media Platforms and the results achieved.

3. The components of the report would include

a. Mygov-Manipur Social Media presence analysis

- i. Social channel analysis
- ii. Social Traffic analysis
- iii. Fan / follower growth Comparative FB/Twitter Engagement Analysis
- iv. Content Analysis of the most engaging type of post which led to success on brand page
- v. Engaging Post
- vi. Social Page Analysis
- vii. Any other relevant

b. Buzz Report

- i. Share of voice
 - ii. Source Analysis
 - iii. Trend analysis
 - iv. Topic analysis
 - v. Sentiment & Perception analysis
 - vi. Any other relevant
- c. Providing feedback on best practices in marketing and promotion in countries across the world and in Indian States on Social Media as and when required by the department.

4. Creative /Photo Bank

Creatives/Photos with cataloguing needs to be developed consisting of at least 100+ Creatives/Photos of high quality and high resolution aesthetic work of relevant activities and events.

5. Other miscellaneous Work

Other related and miscellaneous work includes providing monthly strategic inputs for creative campaigns. Provide feedback on best practices in marketing and promotion in countries across the world on the digital space. Assistance to be provided by MyGov Manipur would be as under:

- Provide the necessary information on events / festivals being conducted under Digital India Program from time to time.
- The Social Media Team will provide relevant (basic information/approvals) content as available from time to time.
- Provide all the necessary information such as logo of Department / event / press releases issued for traditional media and updates etc.
- Assist in obtaining any other permissions / information as required.
- Co-ordinate with Central team for implementation of successful MyGov portal for Manipur Govt.
- Give technical guidance to the Officials as nominated by Govt. of Manipur, who will maintain MyGov Manipur. ???
- All Intellectual Property displayed on these platforms shall belong to MyGov Manipur exclusively, and any Intellectual Property Rights

emanating from such content shall vest solely and exclusively with MyGov Manipur.

- The selected Agency shall actively engage in Content Creation & Management for a period of **24 months** and all such content created will be the property of MyGov Manipur. Content creation will be in **Meitei/ Meetei, Hindi and English languages**.
- Project management activities such as co-ordination with different stakeholders, on-boarding of departments, support in file movement, support in taking necessary approvals, progress reporting and other related and miscellaneous work includes providing monthly strategic inputs and support for creative campaign of MyGov Manipur.

Facilities for undertaking the assignment

The following facilities/ Infrastructure will be provided by the Govt. of Manipur:

1. Seating space with furniture including power, cooling. The Project location will be in Imphal, Manipur
2. Internet
3. Printing facility
4. Laptops / desktops and associated software to undertake the work specified in this RFP
5. Software required to undertake the job/ project for designing, animation, audio-video (A-V) editing and any other, should be mentioned in the bid, however, it will be the responsibility of the agency to get all the required software for delivering assignment and any other infrastructure required for delivering the assignment will be provided from Govt. of Manipur.

Manpower Requirement

The selected agency to deploy the following manpower in required quantity and other paraphernalia required for them to execute the following job description. The following job description is only indicative and may change from time to time as per requirement of the project. Further, the team given below is as per minimum requirement, if the bidder wants to propose additional manpower then the same may be done.

Upon completion of the successful selection, the Agency shall ask to submit the qualified resources as per the Annexure – 5.

Sl. No.	Role/ Category	Qualification	Skill Set / Job Description	No. of Resources
1	Project Lead (Creative and Social Media Team)	Post- Graduation/Graduation from the recognized University MBA or Masters in Mass Communication/Journalism from any recognized university.	1. Experience in Leading and handling social media teams 2. Experience in Leading research teams in media houses or national & international research organizations of repute or any digital media agency 3. Demonstrated social media expertise including running blog, FB and Twitter feed.	1
2	Social Media Analytics Expert	Post- Graduation/Graduation from the recognized University Social Media Marketing Certification Or Google Analytic Certified	1. Experience of 03 years in data analytics and report writing 2. Experience in using social media analytics generating tools like Sysomos, Google Keywords Planner, etc.	2
3	Video Editors	Degree or Diploma in Video Editing & Animation from any recognized university.	1. Experience of 2+ years in video editing for YouTube channels, websites & promotional campaigns 2. Experience in working on editing software like Final Cut Pro, Adobe Premier Pro and any other relevant tools and software	1
4	Graphics Design Experts	Degree in Graphic Designing and Animation and with 2 Yrs experience in digital media or any creative agency.	1. Proficiency in Coral Draw, In Design, Adobe Premiere, Adobe Photoshop, Z- brush 2. 3-5 years of experience in designing info-graphics, banners, social media posts, GIFs, animated content for prominent websites & organizations	1

5	Content Writer (Hindi-English-Hindi)	Post- Graduation/Graduation from the recognized University	1. Post-Graduation/Graduation from the recognized University 2. Overall 2+ years' of experience in creating content for websites /news paper	2
6	Content Writer (For Local Language)	Post- Graduation/Graduation from the recognized University	1. Post-Graduation/Graduation from the recognized University 2. Overall 2+ years' of experience in creating content for websites /news paper	1
7	Asst. Manager (Promotions & PR)	Post- Graduation/Graduation from the recognized University	3-4 years' experience of working for Social media and web/Digital marketing.	1
8	YouTube Manager	Engineering or Diploma in Computer Science Or Post- Graduation/Graduation from the recognized University	1. Degree or Diploma in Computer Science 2. Overall 2+ years' of experience in managing social media sites, blogs& creating social media content	1

General Terms & Conditions

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

1. 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 initiated with dates. The rates should mention elements of the service charges or any other charges separately.
2. Selected agencies are required to provide the resources within a period of 15 days from the date of award of work order.
3. Rates quoted will be valid for the entire duration of engagement.
4. 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 Government of Manipur.
5. Issuer of the Bid reserves the right to accept or reject one or all bids without assigning any reasons and accept bid for all or anyone.
6. The Agency shall not abuse the use of the any 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 webpages/applications/ platforms belonging to the MyGov.
7. The Agency shall also monitor the virtual space for any individual or organization which may be operating platforms/ applications/webpages/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.
8. The Agency is responsible to provide the alternate resource, in case of deployed resources unsatisfactory performance without any additional cost and with mutual turnaround timeline.
9. 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.
10. The Agency's Work Order shall be immediately terminated, if State Government 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 State Nodal Officer of the same to provide State Government with the opportunity to prosecute such an individual or group.
11. Termination: The Work Order can be terminated at any time by the State Govt., 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.
12. 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.
13. 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.
14. 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.

15. All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Imphal, Manipur only.
16. If, after the date of Contract signing, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under the Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price.

17. Performance Guarantee:

- ✓ The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- ✓ The Successful bidder has to submit Performance Bank Guarantee or Performance Security Deposit @ 10% of total order value within 15 days from the date of issue of Purchase order for the project duration of any Nationalized Bank including the Public Sector Bank or Private Sector Bank authorized by RBI or Commercial Bank (operating in India having branch at Imphal) as per Annexure -
- ✓ The Performance Security shall be payable to the DIT as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
- ✓ Performance Security will be discharged by DIT and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- ✓ No interest shall be payable on the PBG amount. DIT may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

40. Arbitration

- i. In the event of dispute and difference arising between Department of Information Technology and Agency, the same shall be discussed in the first instance between the representative of the Agency and DIT.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the authorised signatory of the other party within 21 days of arising of such claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for arbitration to the Administrative Secretary of DIT within 10 days after the passage of this time. The Administrative Secretary, DIT would appoint the sole Arbitrator / a panel of Arbitrators for the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the Administrative Secretary, DIT. The place of arbitration will be Imphal. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

41. Force Majeure

If the performance of any obligation of any of the parties is prevented or restricted or interfered with by reason of fire, explosion, strike, casualty, riots, sabotage, accident, lack or failure of transportation facilities, flood, war, civil commotion, terror attack, lightning, acts of God, any law, order or decree of any government or subdivision thereof or any other cause similar to those above enumerated, beyond the reasonable control of the party, the party so affected shall, upon the giving of prompt notice to the other parties, be excused from performance hereunder to the extent and for the duration of such prevention, restriction or interference.

42. Governing Law

This Agreement and the obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the internal laws of India, without giving effect to the conflict of laws / principles thereof. Any legal dispute arising out of this contract will be settled at Imphal only.

43. Indemnity:

The Service Provider shall keep the Customer fully indemnified against all actions, claims, proceedings, costs, damages and all legal costs or other expenses and losses incurred or suffered by the Customer arising directly or indirectly out of or in relation to:

(a) any breach of any terms of this Agreement (including but not limited to any claim or action by a third party alleging infringement of any intellectual property rights of such third party); or

(b) any claim by third party (including without limitation claims by any employee or agent of the Service Provider or the general public) for any damage, injury, loss or accident sustained in relation to the Service Provider's performance of the Contract, provided such damage, injury, loss or accident is not caused by the gross negligence or willful default of the Service Provider.

Award of Work

- Work shall be awarded to the agencies for based on the technical & financial score cumulatively. The selection would be **Quality - and Cost-Based Selection (QCBS)**.
- The scoring would be on 70% & 30% for technical & financial respectively.
- Each Technical Bid will be assigned a technical score out of maximum 70 marks. Only the bidders who get a technical score of 60% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid and bidder.
- Bidder should also score at least 60% in individual sections of Technical evaluation as mentioned in Technical Evaluation Framework.
- Technical scoring will be done as below:

SL No.	Description	Maximum Score
1.	Turnover: Last 03 financial years (2014-15/2015-16/2016-17) a) Between 30 to 35 Crores = 10 b) Between 35 to 40 Crores = 15 c) Above 40 Crores = 20	20

2.	<p>In House Facility capabilities:</p> <p>The Agency has the inhouse capabilities in</p> <p>Manpower on role (overall) – 10 Marks</p> <p>a) Between 50 to 100 = 5</p> <p>b) Between 100 to 150 = 7.5</p> <p>c) Above 150 = 10</p>	10
3.	<p>Relevant Experience in deployment, customization and maintenance of proposed MyGov project or project of similar nature (To be specified)</p> <p>3 Client : 3 Marks</p> <p>5 Clients : 5 Marks</p> <p>More than 5 : 10 Marks</p>	10
4.	<p>Presentation:</p> <ul style="list-style-type: none"> ✓ Understanding of Project Requirement. ✓ Proposed roadmap for MyGov Manipur. ✓ Strategy for developing Media content and MyGov content – parameters for analysis, different reports, etc ✓ Reporting & Customisation Approach 	30

- **Normalization of Technical Marks will be done as below:**

Example:

Stage 1. Technical Bids Evaluation (Table A)

Bidder details	Technical Marks obtained(Out of 100)
Bidder 1	85
Bidder 2	75
Bidder 3	80

Stage 2. Normalization of marks: (Table B)

Normalised score = (Technical marks obtained by the bidder under consideration/Highest technical marks)*100

Bidder Details	Normalised score
Bidder 1	$(85/85)*100 = 100$
Bidder 2	$(75/85)*100 = 88$
Bidder 3	$(80/85)*100 = 94$

- Based on the results of Technical evaluation, Commercial bids for those bidders will then be opened who qualify in the Technical evaluation.
- The Financial bid amount shall be converted into financial score, while considering the commercial quote given by each of the Bidders in the commercial bid as follows:

Commercial Score of a Bidder = { Lowest commercial bid/Quote of bidder under consideration}*100

Example: (Table C)

Bidder Details	Commercial quote	Calculationj	Commercial score
Bidder 1	1,30,000	$\{1,00,000/1,30,000\}*100$	77
Bidder 2	1,20,000	$\{100,000/1,20,000\}*100$	83
Bidder 3	1,00,000	$\{100,000/1,00,000\}*100$	100

Final Score Calculation through QCBS

The final score will be calculated through Quality and Cost Selection method based with the following weightage:
Technical: 70%
Commercial:30 %

Combined Technical and Financial score $= (0.70 \times \text{Technical score}) + (0.30 \times \text{Commercial Score})$

Example: (Table D)

Bidders	Technical Score (i)	Financial Score (ii)	Final Score(70:30) $l_{ii} = (i) + (ii)$	Rank of the bidder
Bidder 1	70	23.10	93.10	H2
Bidder 2	61.60	24.90	86.50	H3
Bidder 3	65.80	30	95.80	H1

- **The H1 Bidder shall be declared successful**
- Govt. of Manipur reserves the right to accept or reject any or all the Bids without assigning any reason.
- Govt. of Manipur also reserves the right to call for additional information from the Bidder(s).
- Notification on Award of Work for Bidder(s) shall be made in writing to the successful Bidder(s).

Bid Formats

The IT Department, Government of Manipur invites the Bids in the form of "Request for Proposal (RFP) for Selection of Agency for providing manpower for the purpose of Content Management for MyGov, Manipur. Bidders are required to submit Bids in the formats as given under:

Annexure 1: Covering Letter

[Bidders are required to submit the covering letter as given here on their letter head]

To,

The Director,
Department of Information Technology,
Government of Manipur,
4th Floor, Western Block, New Secretariat
Imphal -795001
Manipur

Sub: Bid for Selection of Agency for Implementation of MyGov, Manipur

Dear Sir,

1. We, the undersigned, having carefully examined the referred SCOPE OF WORK document, offer to provide the required services, in full conformity with the said Scope of Work.
2. We have read the all the provisions of SCOPE OF WORK Document and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
4. We agree to abide by this Bid, consisting of this letter, our Commercial Bids, the duly notarized written power of attorney, and all attachments, for a period of 180 days from the date fixed for submission of Bids as stipulated in the SCOPE OF WORK 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 Bid, together with your written acceptance of the Bid 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 SCOPE OF WORK Document prepare through this assignment.
7. We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
8. We declare that all the services shall be performed strictly in accordance with Tender documents conditions
9. We further declare that the prices stated in our Bid are in accordance with your terms and conditions in the Bid document.
10. We understand you are not bound to accept any Bid you receive, not to give reason for rejection of any Bid and that you will not defray any expenses incurred by us in bidding.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief and nothing is concealed.

We have noted the contents of Agreement and Bank Guaranty Draft and agree to abide by terms and conditions in the same.

The Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any Bid you may receive. The undersigned is competent and duly authorized by the bidder company/entity to sign this document. We further agree to adhere to ethical standard set by you in this document and all such other instructions on the issue by the Government of India and Government of manipur.

Thanking You

Date:

Yours faithfully

(Signature)

Name: -----

Date: -----

Designation & Authority: -----

Place: -----

Seal: -----

Business Address: -----

Annexure 2: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of the Bid on stamp paper of value required under law duly signed)

Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we (Name and Registered office address of the Bidder) do hereby constitute, appoint and authorize Mr..... (Name of the Person(s)), domiciled at(Address), acting as..... (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for award of Agreement "Selection of Agency for Engaging Manpower for Implementation of MyGov, Manipur, vide Invitation for RFQ no: dated , issued by the "<<Department Name>>". We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For ----- (Signature)

(Name, Title and Address) Accept

(Attested signature of Mr. -----)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

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

B. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

Annexure 3: Financial Bid Cover Letter

To,

The Director,
Department of Information Technology,
Government of Manipur,
4th Floor, Western Block, New Secretariat
Imphal -795001
Manipur

Subject: Financial Bid for Selection of Agency for Engaging Manpower for Implementation of MyGov, Manipur

Dear Sir,

We, the undersigned, offer our Bid Selection of Agency for Engaging Manpower for Implementation of MyGov-Manipur in accordance with your Request for Bid dated <...> and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures and currencies].

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid.

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

We remain,

Yours sincerely, Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address:

Annexure 4: Financial Bid Format Item

Sl. No.	Resource Type	No. of Resource Required A	Resource Cost (Per Month) B	Total Cost (Per Month) C=A x B
1	Project Lead (Creative and Social Media Team)	1		
2	Social Media Analytics Expert	2		
3	Video Editors	1		
4	Graphics Design Experts	1		
5	Content Writer (Hindi-English-Hindi)	2		
6	Content Writer (For Local Language)	1		
7	Asst. Manager (Promotions & PR)	1		
8	Manager (YouTube/ Face Book/ Twitter etc)	1		
Total Cost Per Year				
GST (@ <<>> %) as per the applicable rate				
Grand Total				
Grand Total amount (in words)				

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of [Name of Agency]

Name of Firm:

Address:

Annexure 5: Qualification and Experience of all resources for MyGov, Manipur

Bidders are required to provide the profiles of quoted resource/members in the bid to be involved in the assignments as per format given below. Please use separate sheet for each citation.

Serial Number:		Name & Date of Birth:	
Photograph	Position for MyGov, Manipur Project:		
	Communication Address:		
	Languages Known:		
Basic Qualification(s):		1.	
		2.	
Professional Qualification(s):		1.	
		2.	
Total years of experience:			
Employment Record (Starting from present position, list in reverse order)			
1	From:	To:	Position Held:
	Employer:		
2	From:	To:	Position Held:
	Employer:		
3	From:	To:	Position Held:
	Employer:		
4	From:	To:	Position Held:
	Employer:		
Summary of Past Professional Experience(s)/Skill Set that best illustrates capabilities to handle task(s) under the current assignment(s)			
1	Name of Project:		
	From:	To:	Position Held:
	Client Name:		
	Client Address:		

	Main project features:		
	Activities performed:		
2	Name of Project:		
	From:	To:	Position Held:
	Client Name:		
	Client Address:		
	Main project features:		
	Activities performed:		
3	Name of Project:		
	From:	To:	Position Held:
	Client Name:		
	Client Address:		
	Main project features:		
Activities performed:			
4	Name of Project:		
	From:	To:	Position Held:
	Client Name:		
	Client Address:		
	Main project features:		
Activities performed:			

Assignment(s) to be performed under the current Project	
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I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of authorized signatory and on behalf of.....]

Date.....

Place.....

[Note: Format of the Activity should also indicate the sub-activities of the assignment. Bidders may preferably include delivery of reports (interim and final reports) and other benchmarks such as the Department's approvals.]

<End of document>