



MyGov
Ministry of Electronics & Information Technology
Room No 3014, 3rd Floor, Electronics Niketan,
CGO Complex, Lodhi Road New Delhi – 110003.

TENDER 2(16)/2021-MyGov

**Request for Proposal (RFP) for Selection of an agency for setting up Programme
Management Unit (PMU) for MyGov**

Date of Publishing of RFP: 29/09/2021

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FACT SHEET

S. No.	Key Information	Details
1	Assignment Title	Request for Proposal (RFP) for Selection of an agency for setting up Programme Management Unit (PMU) for MyGov
2	Purchaser	MyGov, MeitY
3	Location	New Delhi
Bid Submission and Evaluation		
4	Bid Submissions	E-Procurement submission at https://www.eprocure.gov.in
5	Technical Bid	E-form for Technical bid through the portal https://www.eprocure.gov.in
6	Financial Bid	E-form for Financial bid through the portal https://www.eprocure.gov.in
Bid Conditions		
7	Method of Selection / Bid Parameter	The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be: (a) substantially responsive to the bidding document, and (b) the Quality and Cost Based Selection
8	Performance Security	3% of the cost discovered through tender process
9	Tender Processing fee	NA
10	Bid Availability	RFP can be Downloaded from the eProcurement portal https://eprocure.gov.in/eprocure/app

11	Date of publication of tender document	29/09/2021
12	Last date of submission of queries	04/10/2021 at 23:59 Hrs.
13	Pre-bid Meeting	05/10/2021 at 11:00 Hrs. to be held at Conference Room, MyGov, 3 rd Floor, CGO Complex, Lodhi Road, New Delhi-110003 or Online (Link for VC shall be made available on MyGov tender section)
14	Last date and time for Bid submission	20/10/2021 at 15:00 Hrs.
15	Opening of Pre-qualification / Eligibility Bids	21/10/2021 at 16:00 Hrs.
16	Opening of Technical Bids	To be informed later
17	Technical Presentation	To be informed later
18	Opening of Financial Bids	To be informed later
19	Issue of Work Order	Within One (1) week of opening of Financial bid
20	Address for Communication	The Chief Executive Officer, MyGov, 3 rd Floor, Electronics Niketan, CGO Complex, Lodhi Road, New Delhi 110003 Phone: 011 – 24301812 e-mail: tender@mygov.in

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Acronyms

Acronym	Definition
Agency	The bidder shortlisted for execution of the project
EMD	Earnest Money Deposit
INR	Indian Rupee
ISO	International Standards Organization
LoI	Letter of Intent
MeitY	Ministry of Electronics & IT
RFP	Request for Proposal
TEC	Tender Evaluation Committee
PMU	Programme Monitoring Unit
DPR	Detailed Project Report
SRS	Software Requirement Specification
FRS	Functional Requirement Specification

1 INTRODUCTION

MyGov < www.MyGov.in > is an initiative of the Government of India for ushering in an era of good governance and for improving the quality of basic governance in all those areas, which are of concern to the common person. In all decisions of national importance, citizens now can have their say. The MyGov platform is internet-based and enables all citizens, irrespective of location in India or even abroad, to contribute to the democratic process of ideation, feedback and participation in policy formulation and execution. The goal of the project is to make Citizen Engagement an integral part of Governance Policy/ Scheme/ Project Planning and implementation. Keeping this priority in mind, the Ministry of Electronics and Information Technology, Government of India has formulated MyGov. Segregated into two halves, citizens/users can connect and share their thoughts, ideas, documents, photographs, videos, render advice on policies, debate on national issues in the Discuss Forum or simply give in to their creative self by participating in contests, take up the responsibility of any given task according to their skills and contribute to the development and governance of the country in the Do forum.

MyGov started only as an engagement platform with couple of engagement models, but today it has evolved into a complete and end-to-end exhaustive platform with wide variety of engagement models as well as offering Performance Indicators of various flagship initiatives of the Government.

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.

Through this platform, citizens have been able to contribute their ideas to core policy issues, give suggestions, provide feedback and participate in the governance process at large through discussions, tasks, polls/surveys, talks, etc. MyGov has also launched State instances in 15 States, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu and Uttar Pradesh.

MyGov's Innovate portal is the preferred platform of Ministries/Departments for hosting their technical challenges, hackathons and innovation contests. Few key activities hosted on this platform are Pariksha Pe Charcha, Aatmanirbhar Bharat App Innovation Challenge, Smart India Hackathon, PM's Mentoring YUVA Challenge, Shri Shakti Challenge, and many more.

The creative engagement of MyGov through social media platforms also saw an exponential increase in interaction between the citizens and the government. MyGov today is one of the highest followed Government social media page across various platforms. MyGov also has an active presence on YouTube, LinkedIn and several Indian social media platforms like Koo, ShareChat, Chingari, Roposo, Bolo Indya and Mitron. MyGov curates' content from various government notifications, press releases, policies, programs and bills to enable citizens to get simple to understand content in form of infographics, videos, graphs etc. MyGov leverages social

media and new emerging media platforms to reach out to citizens through disseminating these simple to understand content.

MyGov was launched in July 2014. Today MyGov have a registered user base of around 1.9 Crore citizens. MyGov also has been able to collaborate with almost all Ministries and Departments and host multiple citizen engagement initiatives under the ambit of DO, Discuss and Dissemination. MyGov have been pioneer in supporting government in Policy formulation. The exercise of programs like NEP saw the reach of MyGov to the last mile citizen. MyGov was also in forefront in the dissemination of information's to citizens in the COVID crisis. Not only it leverages IT Infrastructure and social media but also all available digital space to make citizens aware and prevent the COVID impact, thus making MyGov as one-point solution for government to disseminate information on behalf of Government which are authentic, genuine and trusted, validated by the large-scale followers of citizens for these information's.

MyGov was also instrumental in engaging citizens in various activities like Sandesh to Soldiers, Swachh Bharat Internship, ISRO Space Quiz, Swachhta Hi Sewa campaign, Plastic Se Raksha, Pariksha Pe Charcha etc. MyGov also evolved into a platform for promoting creativity of the Nation by providing an opportunity to the citizen to create logo, tagline, and mascot for various national programs. Few of the outcomes which became National icons are Digital India Logo, Swachh Bharat Logo, Logo for National Education Policy, Lokpal etc. MyGov also organized the ISRO Space Quiz which saw a record participation of around 6 lakh children and the winners got to witness the Chandrayaan landing along with Hon'ble Prime Minister. MyGov is presently engaged in implementation of key initiatives like Constitution Day, Armed Forces Flag Day, Pariksha Pe Charcha, Fit India Campaign, Eat Right Campaign and Ek Bharat Shreshth Bharat initiative.

MyGov also provided a platform for interaction between citizen and the government machinery. MyGov was the first to conduct a town hall for Hon'ble Prime Minister and it also coordinated interactions between Cabinet Ministers and the sector domain experts.

MyGov also created innovative platforms for dissemination of information to the citizens. One of them is Transforming India. The key feature of Transforming India Portal was the dashboard based on the KPIs of Flagship government programs/schemes.

MyGov created various channels for citizens to connect with the PM. One of the biggest such initiatives was the creation of an IVRS platform for citizens to record their voice messages for Prime Minister's Mann Ki Baat. Other avenues included Pariksha Pe Charcha that facilitated an interaction between Hon'ble Prime Minister and students themed around methods to combat the fear of examination. This has been organized in 2018 and 2019 and has again been planned for 2020, wherein MyGov in collaboration with MHRD hosts a contest which has seen participation of more than 2 Lakh students and the selected ones get to interact with Hon'ble Prime Minister.

MyGov has also reached out to citizens on ground through its volunteers and ambassadors promoting various MyGov initiatives. MyGov also gave opportunities to youth from across the world to intern with various domains, MyGov functions in.

To disseminate authentic, easy to understand and consistent information relating to COVID19 MyGov has been supporting MoHFW for communications on social media. To make the communication effective specially for driving behavioral change, fighting fake news and busting myths, MyGov has taken the following steps:

- a. MyGov created a dedicated portal for COVID related information dissemination – <https://www.mygov.in/covid-19>. The portal gives statistics and data about COVID-19, COVID-19 testing status, do's and don'ts for COVID-19, details on support and helpdesk and has also integrated the COVID-19 vaccination dashboard.
- b. A dedicated Facebook hub on Corona has been created where people can get the latest information at one place.
- c. MyGov built a Chatbot on WhatsApp to disseminate information on WhatsApp through a Helpdesk number 9013151515.
- d. MyGov is also disseminating its COVID19 related contents with its Social Media channels on Instagram, Facebook, Twitter, LinkedIn, YouTube, Pinterest.
- e. To bust Myths & Fighting Fake News around Corona, Myth Busters and Fact Checks been promoted to help citizens.
- f. MyGov also used Indian social media platforms like Roposo, Share Chat, Koo and Chingari to communicate about COVID to the larger user base.
- g. MyGov also used Podcasts for communicating COVID related information.
- h. MyGov promoted and created campaign on Immunity Boosting in collaboration with Ministry of Ayush
- i. Using Self for Society platform – self4society.mygov.in, MyGov launched volunteering initiatives where citizens could volunteer their services or donate essentials.
- j. MyGov is encouraging innovations to generate solutions to tackle this crisis in partnership with citizens, industries, startups.
- k. MyGov actively leveraged its social media platforms in order to create awareness about Covid-19 Vaccine and launched a unique frequently-asked-questions campaign to address notions related to the vaccine.

MyGov in last 7 years 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. MyGov also reached out to the beneficiaries of various programs and policies across the Nation and created testimonials highlighting the reach of these programs and policies. MyGov has also played a role in dispelling myths and fake news and has identified itself amongst its users as a source of authentic Government information. MyGov has the resources and capabilities to support Departments and Ministries in getting content created and disseminated to a larger audience.

The creative engagement of MyGov through social media platforms also saw an exponential increase in interaction between the citizens and the government. MyGov today is one of the most followed government social media page on Facebook, Instagram and Twitter. MyGov also has an active presence on YouTube and LinkedIn. MyGov 2.0 plans to take this further to ensure that it engages with citizens on all such platforms where the citizens of various age groups and backgrounds find it comfortable. This enables the reach of MyGov to a very large audience organically.

1.1 Pillars of MyGov

MyGov functions on the key pillars of Do, Discuss & Disseminate. A synopsis below highlights few of the key activities under those key pillars.

A. Do Platform:

i. Quiz.mygov.in

A dedicated microsite for hosting online quizzes for different ministries and departments seeking to engage citizen on various themes. Some of the most engaging quizzes on this platform in terms of citizen participation have been Gandhi Quiz, Gallantry Awards Quiz, Padma Awards Quiz 2018 & 2019, Freedom Struggle Quiz, Governance Quiz, Sports Quiz, Health & Wellness Centre quiz, Constitution day Quiz, Science Quiz, Space Quiz, etc.

ii. Innovate.mygov.in

A dedicated microsite created for fostering innovation and entrepreneurship and providing a platform for incubating start-ups. There was a need of a comprehensive platform which can showcase the potential of grass root innovators at the national level. Some major innovation challenges include Smart India Hackathon, India Innovation Challenge, My Love Steel Idea, Jan Bhagidari for Railways, Voice Hackathon Challenge, Hackathon for Public Grievances, Hackathons for Atal Innovation Mission, Gandhian Challenge etc.

iii. Self4Society platform

With the theme of expanding our individual circles from Self4Society, the Prime Minister called upon all stakeholders working in the IT sector, to contribute in building a New India. To make this contribution easy, impactful and visible, MyGov and industry volunteers created the self4society.mygov.in platform which was launched by the Prime Minister on 24th October

2018. The platform has been used by IT corporates for registering the hours spent by their employees on volunteering. The platform has recorded more than 2 lakh volunteering hours logged in by more than 80000 users across the Nation. During COVID19, this platform helped NDMA source volunteers as also become a central portal for enabling donations from organizations and individuals as also a platform for aggregating demand of medical equipment from Districts. MyGov would strengthen this platform by building it as one of key microsites under MyGov and will continue using this platform for volunteering initiatives.

iv. Survey.mygov.in

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

v. Swachhbharat.mygov.in

Dedicated microsite for Swachh Bharat Mission enabling pledges, challenges and uploading photographs and videos. Through this unique platform more than 20 Lakh hours were contributed towards Swachh Bharat activities. In addition, more than 55.6k online pledges were taken by Swachh Bharat participants.

vi. Pledge.mygov.in

A dedicated platform wherein citizens can take pledges for various issues and on occasions. This platform has been used for pledges on several occasions including National Unity Day, Constitution Day, Swachh Bharat Pledge etc.

vii. MyGov Internship

MyGov Internship is an opportunity for students to secure firsthand and practical work experience under the guidance of a qualified and experienced Supervisor/Mentor. It also enables active participation in the learning process through experimentation and putting into practice the knowledge acquired in the classrooms to real use cases. MyGov internship program attracts talent from top academic institutions around the world. The program attracts a mix of students from across disciplines like management, technology, commerce, legal, liberal arts etc. The internship program engages the applicant in the various endeavors MyGov functions in. MyGov fosters a multicultural environment, high-impact strategies and cutting-edge projects for the interns.

viii. Events Module

MyGov also introduced a new event module to conduct Trainings/Workshops, Campaigns, Expert Visits, Workshops for peer-to-peer interactions, Exposure Visits and sessions on best practices in different cities, Capacity Building workshops on Knowledge building and Workshops to enhance citizen consultations and to drive higher participation etc. These have been extensively used for campaigns like Swachh Bharat, Plogging, etc.

B. Discuss Platform:

i. Surveys

Surveys are an important methodology for gauging public opinion. MHRD raised a request for conducting a country-wide consultation with rural & urban local bodies (over 2.5 lakh in number) for obtaining inputs for the New Education Policy. Accordingly, a survey microsite was developed on MyGov, through which nearly 60% of the local bodies submitted their views. The survey module has also been used by the Niti Aayog for a survey on Innovation & Entrepreneurship and is available to all Ministries for conducting surveys.

ii. Closed Group Discussions

ATAL Innovation Mission (AIM) and SETU (Self Employment and Talent Utilization) mechanism have been established by Government of India to promote world class innovation hubs and self-employment respectively. A closed group discussion for the members of the expert committee set up by NITI Aayog for working out the detailed contours was started on MyGov. Such groups can be created on demand for ministries to conduct restricted-access discussions.

iii. Industry Collaborations

MyGov has collaborated with various academic institutions like Delhi University, National Institute of Design, Indian Institute of Management – Ahmadabad, Lal Bahadur Shastri National Academy of Administration and industry bodies for various initiatives in the past. This has given a platform for industry body to discuss and interact with citizen through MyGov in various causes relevant to Nation.

iv. Monthly event with Ministries and Policy Makers

MyGov supports ministries that currently have activities on MyGov and organizes monthly on ground events to supplement online activities. In line of same MyGov started an initiative called #FridaysAtMyGov and MyGovSamvaad wherein MyGov facilitates an informal interaction between the ministries and the citizens. MyGov also initiated a digital interaction module called Samvaad which would bring policy makers, influencers, changemakers to interact with the key MyGov contributors, volunteers and stakeholders.

C. Disseminate Platform:

i. Transformingindia.mygov.in

Dedicated microsite to share progress achieved in Government initiatives and flagship schemes through a live performance dashboard. The website also features the 'check your eligibility' engine through which an individual may fill out few basic questions to determine the best Government schemes for him/her. The website also houses a repository of infographics, sectorial performances, promises delivered (collection of Hon'ble PM's Independence Day speeches),

Voice of India (a repository of testimonial of beneficiaries of various Government schemes and policies) and a knowledge corner through which users can download creatives and infographics of Government's key achievements.

ii. Content Creation, Curation & Dissemination

MyGov has also created content for various schemes and projects of the Government of India and supported the implementing ministries/ departments disseminate the same. MyGov also curates' content from various government notifications, policies, programs and bills to ensure citizens are enabled with comprehensible content and context of these initiatives. MyGov leverages the social media and new emerging media platforms to reach out to citizens. MyGov is pioneer in using the Indian Apps and promote Aatmanirbhar Bharat in true sense. MyGov leveraged new media platform like Roposo, Share Chat, Koo and Chingari application for outreach campaigns to citizens through effectively curated content.

iii. Blogs, Newsletters and Social Media Presence

- To promote the use of MyGov and encourage citizens to join the platform online as well as offline, promotional drives are organized and shall continue to be organized.
- Efforts are being made to motivate and handhold all departments to use this platform for their citizen engagement initiatives through various inter-ministerial events
- Blogs, Newsletters are being written on periodic basis and are widely circulated
- Periodic Conferences, Workshops, promotional events, press conferences are proposed to be organized
- MyGov is now present on social media platforms like Facebook, Twitter, YouTube, Instagram and LinkedIn. MyGov is extensively using these platforms for promoting MyGov brand and creating such awareness amongst citizen and will continue to reach out to citizen through all available social media platform wherein citizens interact with each other.

iv. CBPS Platform

A centralized banner processing system developed by NIC, and managed by MyGov, helps in promoting government program and policies as banner to all websites that have subscribed to this platform.

v. Mann Ki Baat

MyGov is the primary mechanism of seeking citizen inputs for the Prime Minister's monthly radio address Mann Ki Baat. MyGov has collected over 3,50,000 citizen inputs on Mann Ki Baat Open Forum on the website for 61 episodes since October 2014. MyGov has also launched a Toll-free telephone number in September 2015 for facilitating inputs from citizen lacking

Internet connectivity. This facility has already enabled over 10 lakhs calls from citizen across the country.

vi. IVRS and SMS integration

Creating new avenues for citizen to reach out to the government and share their suggestions, MyGov now has new features like IVRS and SMS for the citizen's convenience

vii. Adoption of Innovation in Dissemination

To disseminate authentic, easy to understand and consistent information related to various government initiatives, MyGov has been a nodal agency. MyGov have tried to adopt and innovate new approach through which it can effectively communicate with the citizens. MyGov curates campaign pages for National level campaigns and then coordinate effectively with various stakeholders to campaign for those. One of the examples was MyGov created a centralized platform for COVID related information dissemination. MyGov adopted telegram and WhatsApp to disseminate timely and faster information.

MyGov has created a robust IT infrastructure to ensure seamless integration of the above initiatives through various platforms (elaborated in Appendix I)

MyGov has carried out numerous campaigns for healthy and better lifestyle. To tackle psychological issues during Covid19, MyGov launched Positive Harmonies with more than 162 Positive Harmony videos in 23 weeks were curated. MyGov also promotes Yoga, Ayush initiatives and Fit India activities.

Whether it is Infographics, 2d animation, Voice over, or illustration, MyGov has created a niche in adoption of creatives and distributing them through analytics driven strategy.

MyGov proposes to continue to be the government's preferred citizen engagement platform while widening the scope to all the components of 'Information for All', pillar 6 of Government of India's vision of 'Digital India' i.e., MyGov through its bouquet of portals and offline initiatives will continue to provide information dissemination as well as a sustainable engagement between citizen and the government and hence will require

By 2026 MyGov would be working towards building a registered userbase of 5 crore citizens. MyGov intends to impact almost all citizens of India by enabling them to this participative module of governance.

Measurable indicator for MyGov 2.0 may be:

- i. Percentage of user registration on MyGov MoM/YoY
- ii. Percentage of citizen engagement initiatives with respect to various ministries through MyGov

- iii. Number of content disseminated on social media/allied platforms for promotion of GoI initiatives/Schemes.
- iv. All States on boarded on MyGov
- v. At least 10 Indian Missions to have MyGov instances
- vi. At least 20 activities on MyGov per month

MyGov would focus on 3 key areas for its future growth and citizen engagement initiatives. These are:

- Leveraging existing best practices and technologies adopted by MyGov in the last 7 years.
- Enhancing the IT Infrastructure of MyGov to prepare for future strategies and expansion.
- Implementation of new initiatives, in order to take MyGov to the next level.

2 OBJECTIVE OF THIS RFP

In order to effectively manage the future initiatives and deliverables under the above three key areas, we wish to engage a PMU agency. The agency shall be required to provide support that works as per the details provided in Section 3 of this RFP.

3 SCOPE OF WORK

The Programme Management Unit (PMU) will be responsible for aspects related to management of the scheme. The PMU will manage the nationwide scheme implementation, report to MyGov and coordinate with various departments/ agencies/ stakeholders for ensuring smooth project implementation and meet the planned project targets and ensure its wider outreach. This Unit would also be responsible for supporting technology platform and associated operational support necessary to support the scheme.

This document gives the scope of work of the consultants proposed to be engaged by MyGov. The key broader activities in which the proposed consultant will be engaged will be preparation of

As Is Assessment, preparation of To Be document, preparation of DPR, Preparation of RFP, Bid Process Management, Implementation Support including Exit Management and Operation, Maintenance, Improvement and Innovation Support for MyGov. The PMU will also be required to document various processes and activities of MyGov and create SOPs and policy documents.

The selected PMU will support MyGov in following initiatives but not limited to:

3.1 Project Management

The bidder shall depute a team comprising of one(1) Project Manager and team of four (4) consultants for management of the projects within 7 days of placement of work order till the completion of the period of contract. This team should be qualified and experienced for smooth and early completion of work. This manpower will not be changed or replaced during the first year of the project except on grounds of non-performance and in such cases views of MyGov will be considered before any such action by bidder. The bidder shall also submit a list of staff (along with the CVs with technical bid) who shall be responsible for the work. The bidder shall ensure that the resources would be assigned on full time basis for the project to ensure proper implementation.

The uninterrupted operations of MyGov are critical to the entire program and maintenance/upgrade, monitoring, review of the technology platform is of utmost importance. To facilitate this, it is imperative that the project plan is defined realistically and adhered to, making course corrections where appropriate and necessary. PMU will be required to actively facilitate the following under Program Management Unit:

- a) The Project Management Unit will ensure to use a Project Monitoring Tool to capture all the assigned project and share the same with the stakeholders as and when required.
- b) Review/ Preparation of the monitoring templates for project progress
- c) Maintaining a log of all sub-project plans and generation of summary plans showing project status and progress
- d) Prepare and circulate periodic program status reports
- e) Facilitate in articulation of project issues, including process related, and support resolution of the same
- f) Escalate issues to MyGov on any delay in achievement of Project milestones or Objectives of MyGov 2.0
- g) Monitoring and reporting the implementation of MyGov 2.0 project so as to meet program targets in a timely manner.
- h) Review, Modification and Creation of Guidelines to Divisions (including best practices and SOPs). PMU will ensure that in order to keep the project on track, the relevant best practices and revised guidelines are made available to respective divisions at appropriate stages of the project.

3.2 Application Requirements Mapping and Solution design

The Project Management Team deployed as described in section 3.1 will ensure Requirements mapping for the proposed MyGov 2.0 interventions and Solution design wherever applicable.

- a) Project Planning
 - i. Prepare project intervention plan and submit to MyGov
 - ii. Formal requirements management and matters related to changes to the solution scope
 - iii. Ensuring timely availability of all relevant information, documents, records, personnel, etc. for project implementation
 - iv. Continuous involvement and early identification and timely resolution of issues
- b) To prepare roadmap for projects/ initiatives to be undertaken
 - i. Compile the requirements and offer solution/ intervention in consultation with the stakeholders
 - ii. Prepare necessary guidelines for implementation plan
 - iii. Maintain requirement traceability matrix of existing FRS and new requirements in the system
- c) Solution Design & Implementation Monitoring Support
 - i. Support MyGov in validating that the requirements are well documented in an elaborate manner linking the requirements from the highest level down to the lowest, standard solution's detailed transaction level.
 - ii. Any additional requirements as communicated by MyGov time and again will have to be studied and the PMU should offer necessary solutions under the scope of project.
 - iii. Monitor/ Evaluate SRS, FRS and such other technical documents required as part of any implementation done
 - iv. Prepare report of changes requested and take up for implementation by the assigned SI upon approval by the competent authority.
 - v. Study the impact assessment of the solution proposed and implemented during the course of the engagement in consultation with the stakeholders.

- vi. Inputs and recommendations in improving the overall user interface/ interaction, overall look and feel of all interfaces engaged and developed for the MyGov Project.

3.3 Support in Enhancement of IT Infrastructure for future strategies

- a) In order to enhance the IT infrastructure of MyGov to prepare for future strategies, the following has been planned:
 - i. Containerization of MyGov IT Environment.
 - ii. Enabling Mobile first UI/UX
 - iii. Creating a User Feed with features of Timeline
 - iv. Repository of all Government schemes and policies
 - v. Categorization of blogs to simplify the user experience
 - vi. Single page view of results of contests hosted on MyGov platform
 - vii. Status of evaluation / result announcement on respective contest page
 - viii. Data Analytics usages for policy making and decision frameworks.

Selected PMU would support, monitor and review the implementation of the above planned activities as the project proceeds. The PMU will have to propose an action plan for meeting all planned activities and ensure that suitable action is taken to accomplish them.

- b) The PMU will monitor and review the MyGov Platform (engaged solutions and software), associated hardware, IT operations under the project, interfaces and IT governance including coordinating with stakeholders for seamless functioning of the Project.
- c) PMU will also work for adoption of latest technology by MyGov for its core functioning which requires understanding the requirements and an implementation plan for the technology.

3.4 Implementation of New Initiatives

- a) Support in Creation of MyGov's Centre of Excellence (CoE) on Participative Governance that will provide leadership, best practices, research, support and/or training for participative governance.

- b) Support to integrate a Multilingual Voice Input Tool that will assist users in registering their inputs using their voice as an input.
- c) Coordinate and collaborate with key stakeholders to ensure content localization of MyGov is achieved in regional languages for wider reach of citizen engagement initiatives.

3.5 Support in Operational Activities

- a) Support in formulating strategies for improvement of collaboration with various stakeholders that includes Ministries, departments, Citizens, institutions etc.
- b) Create strategy for Citizen Engagement Activities both online and offline in consultation with the stakeholders.
- c) Support in strategizing, organizing, implementation and execution of events, seminars and workshop for MyGov at National and International Level.

3.6 Procurement Support for MyGov

PMU engaged shall provide necessary procurement support and perform all tasks pertaining with complete procurement process.

- a) Conduct stakeholder assessments
- b) Study and gather the requirements
- c) Prepare RFP for On-boarding of vendor as per Ministry's requirements
- d) Provide support in bid process management, post publication of the RFP. This would include providing assistance in the following
 - i. Preparation of response to pre-bid queries & corrigenda (if applicable)
 - ii. Evaluation of bids received.
 - iii. Preparation of contract document based on the RFP floated
- e) Any other activity which is related to this category and desired by MyGov

3.7 Coordination and Support

- a) The PMU shall be responsible for providing the support to the other departments/divisions within MyGov as and when required.
- b) The Coordination and Support will be a continuous activity throughout the Implementation of undertaken initiatives.

- c) PMU will also share periodic review of the various division/department based on the pre-approved format in consultation with CEO MyGov.
- d) PMU will also help in training and capacity building of the departments/division on specific skill sets or technological initiatives relevant to MyGov during the course of engagement.

3.8 Reporting and analytics

- a) Undertake analytics on the existing project data to identify improvement opportunities in process/operations within MyGov
- b) Assist in evaluations, surveys and impact assessment of the project under the supervision of CEO and key stakeholder of MyGov.
- c) The team will provide reports and presentation to various empowered group of MyGov Project such as:
 - i. Governing Council
 - ii. Project Review Steering Group (PRSG)
 - iii. MyGov Executive Committee
- d) PMU will ensure tracking and monitoring of the Key Performance (KPIs) including achievement of physical and financial targets as also of the projects regarding the growth and performance of the MyGov portal.

4 TERMS & CONDITIONS

- a) The work under this tender is not assignable by the agency. The agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the whole work or any part of it to any other agency in any other form than defined in this tender. If found doing so, it may result in termination of contract and forfeiture of Security Deposit
- b) In case the agency is found in breach of any condition(s) of tender, at any stage, legal action as per rules/laws, shall be initiated against the agency and EMD/ Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until MyGov has executed a formal written contract. Any notification of preferred Bidder status by MyGov shall not give rise to any enforceable rights by the Bidder. MyGov may cancel this tender at any time prior or after the signing of agreement
- d) MyGov, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/ are found incomplete in any respect and at any processing stage

- e) The decision of MyGov arrived during the various stages of the evaluation of the bids is final & binding on all bidders
- f) Conditional bids are not acceptable and shall be summarily rejected
- g) The onus of providing the correct information/ documents lies on the bidder. The bidder shall ensure that all information/documents submitted by it are correct. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be false/ incorrect, their total bid shall be summarily rejected.
- h) MyGov will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
- i) MyGov may terminate the tender process at any time without assigning any reason. MyGov may, by written notice send to the Agency; terminate the work order, in whole or in part at any time of its convenience. The notice of termination will specify, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective. MyGov reserves the right to cancel the remaining part and pay to the agency the amount for partially completed Services.
- j) All bidders agree with MyGov for honoring all aspects of fair-trade practices in executing the work orders placed by MyGov.
- k) In the event of Agency or the concerned division of the company being taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with the MyGov, should be passed on for compliance by the new company in the negotiation for their transfer.
- l) In case if Agency is found in breach of any condition(s) of tender or work order, at any stage during service, appropriate action as per rules / laws, may be initiated against the Agency and Security Deposit shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with MyGov.
- m) The bidder shall be solely responsible for discharge of all the legal obligations / statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the bidder will have no right or claim of any kind from MyGov.
- n) Outsourcing/ Consortiums/ Sub-contracting is not allowed for the purpose of participating in this tender.

5 INSTRUCTIONS TO BIDDERS

5.1 Availability of Tender Documents

The tender document is available at GoI's e-procurement site <https://eprocure.gov.in/eprocure/app>

Prospective bidders desirous of participating in this tender may view and download the tender documents free of cost from the above-mentioned website.

At any time prior to the last date for receipt of bids, MyGov may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment / corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

The amendment / corrigendum will be notified at the above-mentioned websites, which will be binding on the prospective bidders to consider for quoting.

MyGov reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. MyGov will not be under obligation to give clarifications for doing the aforementioned.

5.2 Compliant Proposals / Completeness of Response

- a) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.
- c) Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances

5.3 Pre-Bid Meeting

- a) MyGov shall hold a pre bid meeting with the prospective bidders as per the schedule mentioned in “FACT SHEET”.

- b) The queries should be sent to MyGov in the following format (in an excel file) through email at tender@mygov.in with the subject line as ***“Request for Proposal (RFP) for Selection of Agency to Provide PMU Support for MyGov”***

Company name		M/s.		
S. No.	RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Agency’s Query / Comment

- c) MyGov shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests received for clarifications after the indicated date and time may not be entertained by MyGov.
- d) MyGov will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, MyGov makes no representation or warranty as to the completeness or accuracy of any response, nor does MyGov undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by MyGov.

5.4 Time Schedule

As per “FACT SHEET”.

No Bid will be accepted after the expiry of the above-mentioned time schedule

In order to allow bidders a reasonable time to take the amendment/corrigendum(s) into account in preparing their bids, MyGov, at its discretion, may extend the deadline for the submission of bids.

5.5 Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bids. MyGov will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process

5.6 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and MyGov shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

5.7 Rights to the content of the Bid

All bids and accompanying documentation of the proposal will become the property of MyGov and will not be returned after bid opening. MyGov is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts / consultants engaged in the evaluation of bid responses / any law enforcement agency if required and can do so without compensation to the bidders. MyGov shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.8 Validity of Bids

- a) The bids shall be valid for a period of not less than **180 days** from the last date of bid submission. A proposal valid for a shorter period shall be rejected as nonresponsive.
- b) On completion of the validity period, MyGov may (if required) request the Bidder(s) for an extension of the period of validity. The validity of the EMD as requested should also be suitably extended if called upon to do so by MyGov. The request and the responses thereto shall be made in writing.

5.9 Consortium, Outsourcing & Sub-Contracting

Consortium, Outsourcing and sub-contracting are not allowed for this engagement. The bidding entity must be a single entity duly registered under the applicable laws of country. All resources deployed must be full time employees of the bidding entity.

5.10 Right to Terminate the Process

MyGov reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by MyGov.

MyGov makes no commitments, express or implied, that this process will result in a business transaction with anyone

6 RESOURCE DEPLOYMENT

6.1 Bidder shall deploy following resources on the project

#	Role	Job Description
Full Time Resources		
1	Project Manager	<ul style="list-style-type: none"> • Overall responsibility to ensure effective and efficient team working. • Should have excellent project leadership and team building capabilities, solution design and milestone-based project management skills • Set monthly targets in keeping in view the long term and short- term goals of MyGov by holding regular meetings and discussion with the client • Prepare and submit the documents(deliverable) • Should be responsible for planning, directing, and coordinating the overall program effort • Should be responsible for managing the team resources and ensuring their optimum allocation
2	Business Analysts - 2	<ul style="list-style-type: none"> • Responsible for all inter division related activities but not limited to – • Analyzing the requirements of Ministry to determine their technology needs • Preparing functional requirement specifications (FRS) and Non-Functional requirement specifications (including, Security and Performance criteria) • Developing Government procurement deliverables (e.g., DPR and RFP, etc.)and vendor contracts
3	Procurement Expert	<ul style="list-style-type: none"> • Should have adequate experience in requirement definition, procurement, project management, contract management, etc. • Delivering procurement advice to Ministry during project delivery, including but not limited to development of business cases, procurement strategy, evaluation criteria, tender documentation • Supporting management of supplier relationship and negotiations on behalf of the Ministry • Should have experience in developing high-quality documentation

4	Technical Consultant	<ul style="list-style-type: none"> • Should conduct research and analysis, applying technical experience, knowledge and established assessment frameworks and approaches • Should provide technical and analytical expertise around a specific discipline or knowledge area, including databases, servers, and Cloud, etc. • Writing background materials and contributing to the preparation of reports, manuals, and presentation
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Note:

- i. Bidder may be asked to cut down resources from one role profile and add resources to other role profiles mentioned in the table above as per the requirement of MyGov. In such a scenario, Bidder will be given 30 days to find the suitable manpower resource(s)
- ii. MyGov may ask the bidder to not deploy all the resources asked for the assignment since start of engagement, instead team members might be deployed as and when deemed necessary by MyGov

6.2 Project Location & Travel (to be located in MeitY)

The services from the selected agency shall have to be delivered through an onsite model. All the resource personnel of Project Management Unit (PMU)) would be based in the Ministry at their premises at New Delhi or at any place as decided by the MyGov. They may be allowed to operate from vendor premises, in exceptional cases, after Ministry's approval.

Given the nature of the engagement, it may also become necessary for the team members to travel outside Delhi or their base locations. In such event, the bidder team would be required to travel as per the requirements of the project with prior approval of MyGov. TA/DA entitlement applicable for a team member as per Group A officer Level 10 of MeitY or any other guidelines is in force and adopted by MyGov at that time.

7 DELIVERABLES & SERVICE LEVEL AGREEMENTS

- a) The purpose is to define the levels of service provided by the Bidder for the duration of the contract. The benefits of this are:
 - i. Start a process that applies to Purchaser and Bidder management attention to some aspect of performance, only when that aspect drops below the threshold defined by the purchaser
 - ii. Help the purchaser control the levels and performance of Bidder's services
- b) This section is agreed to by Purchaser and Bidder as the key performance indicator for this project. This may be reviewed and revised with the approval of the oversight committee during the implementation of the project.

- c) The Service Level parameters defined in section 7.2 shall be monitored on a periodic basis, as per the individual parameter requirements. In case of performance degradation of the services during the contract period, the Bidder will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of Purchaser within a reasonable period then the Purchaser will have the right to take appropriate penalizing actions, including termination of the contract.
- d) The project evaluation committee will be set up by MyGov to review and evaluate the quality of deliverables submitted by the agency.
- e) The Selected Bidder shall agree to the following service level agreement (SLA) parameters while providing Help Desk services to MyGov's. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them.

7.1 The deliverables for this RFP/Assignment will be as follows:

- a) The PMU team shall be in place within 15 days of the award of the contract.
- b) The team will put in place Project Monitoring Tool within One month of the award of the contract.
- c) A plan of action for the entire project period along with Monthly Plans for achievement of specific milestones to accomplish tasks should be submitted to MyGov
- d) Drafting of Reports and generating data of various forms/kinds as per the requirement highlighted in scope of work (in section 3) from time to time
- e) The final list of documents to be shared by PMU will be mutually finalized in consultation with MyGov. Few of the indicative list of documents that PMU Team may be asked to deliver are:

#	Stream	Deliverable	Frequency
1	Program Management Unit	Quarterly Work Plan	7 days prior to quarter* ending
2	Program Management Unit	Monthly status Report	Monthly

*Work plan for first quarter needs to be submitted within the first 3 days of deployment or as per the direction of MyGov

NOTE: Quarterly work plan must be approved and submitted with the approved Monthly Status Report for issuing payment by the Ministry.

Any new/ additional item identified / to be undertaken by PMU during the course of a quarter will be added as per direction of authorized personnel from MyGov

7.2 Service Level Requirements & Penalties

7.2.1 One Time SLA

S. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
1	Commencement of Services(Go-Live)	Commence the service as per the scope of work of RFP	Within 7 days from the date of LoI (Letter of Intent)	Within 7 days from the date of issue of LoI	Nil
				Delay of every 5 working days from 7th day of issue of LoI	Rs. 5,000 per day per resource

7.2.2 Operational SLA & Penalties

S. No.	Parameter	SLA	Penalty
1	MyGov finds the performance of a deployed PMU staff member inadequate and requests for a replacement OR Providing manpower for any new position	Replacement/ Closure of new position to be completed within the 30 days of MyGov raising the replacement request.	30% of the per month resource cost
2	Submission of Reports and Deliverables	Submission of Reports and Deliverables as per mutually finalised timeline	Rs 10,000 fine for unplanned delay of the Report to be submitted Per Week.

3	Shortfall of Attendance of resources	If a resource is absent for 7 consecutive working days without any reasonable cause, then the resource will have to be replaced if required.	Rs. 50,000 replacement penalty for each absentee related replacement during the term of the project in addition to the penalties for replacement of resources as applicable under clauses given below
4	Substitution of resources from those CVs provided with the technical bid	No substitution of those resources will be allowed whose CV's have been provided along with the Technical bid for a period of 180 days from the commencement of the project.	Penalty of Rs 10 lakh per substitution of resources of those whose CV's have been provided along with the Technical bid
5	Replacement of Resources	Resources initially deployed are not to be replaced during the tenure of the Project. In case resources are replaced, penalties will apply. This clause is applicable after 180 days from the commencement of project.	Up to 0-1 resources – Nil 2 resources – Rs. 1,00,000 per replacement 3 resources – Rs. 1,50,000 per replacement >3 resources – Rs. 2,00,000 per replacement

7.2.3 Penalty for exit/replacement

- a. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with applicable penalty) only in case, the resource leaves the organization by submitting resignation with the present employer.
- b. In case of failure to meet the standards of MyGov, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- c. The replaced resource will be accepted by the Ministry only if they score same or more on the evaluation criterion mentioned in this RFP and are found suitable to the satisfaction of MyGov.
- d. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of MyGov.
- e. The payment for replaced resources will be made as per the man month rates quoted/agreed by the bidder.

- f. MyGov is free to relieve any resource at any time during contract period without any penalty.

8 BID OPENING AND EVALUATION

8.1 Bid Opening Sessions

- a) MyGov reserves the rights at all times to postpone or cancel a scheduled bid opening.
- b) The bids will be opened, in three sessions, one for Bid Security and Eligibility Proposal, second for Technical proposals of those bidders who qualify the eligibility Criteria and third for Financial proposals of those bidders who qualify the Technical Criteria, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- c) One authorized representative of each of the bidders would be permitted to be present at the time of opening of bids.
- d) The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for MyGov, the Bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, MyGov shall go ahead and open the bid of the bidders.
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) The Pre-Qualification section will be opened first by MyGov for Pre-Qualification / Eligibility bid evaluation. The Bid Security section of the bidders will be opened on the same day and time, on which the PQ/ Eligibility bid is opened, and bids for which the requisite Bid Security has not been received by MyGov or whose Bid Security is not in order shall be rejected.

8.2 Evaluation Process

1. MyGov will constitute Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
2. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

3. MyGov may seek clarifications from the Bidder on the Eligibility, Technical & Financial Proposal
- i. MyGov may seek any specific clarifications or missing document(s) to meet the tender requirement during the eligibility/ technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid. If there is any lack of clarity in the submitted documents, TEC may ask concerned bidder representative to be present physically to prove their eligibility.
 - ii. MyGov may call for clarifications/ missing document(s) from the bidders and give them reasonable time periodic., not exceedingly more than 15 days. The bidder has the option to respond or not to respond to these queries.
 - iii. If the bidder fails to respond, within the stipulated time period or the clarification(s)/ documents submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification(s)/ document(s) and the bid will be summarily rejected.
 - iv. The request for clarification/ missing document(s) shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
 - v. All such clarifications will be sent to the contact person of the bidder indicated in their proposal by email. All the bidders shall share the additionally asked documents/ clarifications via email on or before the particular date and time as mentioned in the email seeking additional documents/ clarification. All documents/ clarifications received up to particular date & time shall be considered as a part of the offer and evaluated along with the tender. No document/ clarification shall be accepted after the particular date and time as mentioned in the email.

9 CRITERIA FOR EVALUATION

9.1 Prequalification/ Eligibility Evaluation Criteria

MyGov shall open the “Pre-Qualification Proposal”. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified. The prequalification criteria are as mentioned below. The bidder needs to provide supporting documents for each criterion. All the bidders need to submit relevant documents.

#	Basic Requirement	Specific Requirements	Documents required
1	Legal Entity	1. 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	1. Certificate of certificate of incorporation 2. Copy of PAN Card 3. Copy of GST registration

		Partnerships Act, 2021. 2. Registered with the Income Tax Authorities 3. Registered with GST Network Should have been operating for the last three years	certificate 4. Letter from Company Secretary/ Authorized Signatory/ Statutory Auditor on bidder's letter head for last three years operation
2	Turnover	Average Annual Turnover of last 3 (three) financial years (FY 2018-19, 2019-20, 2020-21) should be greater than INR 25 Crore To this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.	1. Certificate from the statutory auditor
3	Blacklisting	Bidder should not be blacklisted by any Central/ State Government/ PSU as of date of submission of this bid.	Self-certified letter by the authorized signatory
4	Technical Capability	Bidder must have successfully completed in last 5 years at least the following numbers of consulting engagement of value specified herein: One project of similar nature not less than the amount Rs 4 crore OR Two projects of similar nature not less than the amount Rs 2 crore OR Four projects of similar nature not less than the amount Rs 1 crore	Work Order + Self Certification of completion (Certified by Statutory Auditor). OR Work Order + Phase Completion certificate from the client
5	Manpower Strength	The bidder must have on its rolls consulting staff of at least 30 technically qualified personnel (B.E./ B. Tech/MCA/MBA) in the area of consulting services for IT related projects including e-Governance, Program/ Project Management, IT Infrastructure, IT security and	Certification by the Head (HR) or the Authorised personnel for the number of technically qualified professional employed by the

		IT Procurement and who possess relevant degrees/credentials with prior experience in providing the above consulting services as on 31st March 2021	company
6	Certification	Bidder should have CMMI Level 3 or above certification	Copy of the valid Certificate

9.2 Technical Evaluation Criteria

1. MyGov shall open the “Technical Proposal” only for the bidders who meet the pre-qualifications / eligibility requirements.
2. MyGov will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at MyGov’s discretion.
3. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an overall Technical score of 70% or more will qualify for opening of Financial Bids. Failing to secure minimum marks shall lead to rejection of the Bid and Bidder.
4. The technical qualification criteria are as mentioned below. The bidders need to submit documents and supporting documents for Technical Evaluation Criteria.

Sr. No.	Criterion	Evaluation parameter	Documents Required	Max Score
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Sr. No.	Criterion	Evaluation parameter	Documents Required	Max Score
1	Experience of Program Management of completed projects in India. Purchase orders for these Projects should have been issued not earlier than 1 st April 2014.	<p>Bidders will be awarded marks for each Project that meets the following Criteria</p> <p>(Max 15 marks)</p> <p>Projects worth more than 4 Crores – 4 marks for each project</p> <p>Projects worth more than 2 Crores - 2 marks for each project</p> <p>Projects worth more than 1 Crore – 1 Mark for each project</p>	<p>Work Order + Self Certification of completion (Certified by Statutory Auditor).</p> <p>OR</p> <p>Work Order + Phase Completion certificate from the client</p>	15
2	Experience of Program Management of e-Governance Projects in India. Purchase orders for these Projects should have been issued not earlier than 1 st April 2014.	<p>Bidders will be awarded marks for each Project that meets the following Criteria.</p> <p>(Max 15 marks)</p> <p>Projects worth more than 4 Crores – 4 marks for each project</p> <p>Projects worth more than 2 Crores - 2 marks for each project</p> <p>Projects worth more than 1 Crore – 1 Mark for each project</p>	<p>Work Order + Self Certification of completion (Certified by Statutory Auditor).</p> <p>OR</p> <p>Work Order + Phase Completion certificate from the client</p>	15

Sr. No.	Criterion	Evaluation parameter	Documents Required	Max Score
3	a) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	Understanding the scope, approach and methodology, & work plan. Evaluation will be based on quality of submissions and the presentation, if any, made to MyGov. Which will cover a) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the Statement of Work		20
	b) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the Statement of Work	b) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference		
	c) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference	c) Proposed Project Plan detailing out dependencies and assumptions with action plan.		
	d) Proposed Project Plan detailing out dependencies and assumptions with action plan.	d) Any innovation in the proposed approach plan		
4	Key Personnel Evaluation*	Total Marks 50		
4a	Project Manager	The evaluation of key Personnel would be based on their adequacy for the assignment with respect to the education,		10
4b	Business Analyst 1			10
4c	Business Analyst 2			10

Sr. No.	Criterion	Evaluation parameter	Documents Required	Max Score
4d	Procurement Expert	experience of the candidate in the specific sector, field, subject and so on - directly relevant to the assignment and the proposed position.		10
4e	Technical Expert			10
	Total Points			100

*Resource evaluation will be prorated based on the score received in Education and Experience evaluated below.

Evaluation Parameters of Technical resources – Educational qualifications

S No.	Evaluation Criteria	Education Criteria	Project Manager Marks	Business Analyst	Technical Expert	Procurement Expert
1	Post Graduate Qualifications	MBA from Top 15 Colleges	20	20	20	20
		MBA from Top 50 Colleges in list	15	15	15	15
		MBA from any other College	10	10	10	10
		M Tech from Top 20 Colleges		20	20	
		M Tech from Top 50 listed Engineering Colleges		15	15	
		M Tech from any other College		10	10	
2	Graduate Qualifications*	B Tech from Top 20 Colleges	10	10	10	10

S No.	Evaluation Criteria	Education Criteria	Project Manager Marks	Business Analyst	Technical Expert	Procurement Expert
		B Tech from Top 50 listed Engineering Colleges	8	8	8	8
		B Tech from Any other College	7	7	7	7

#→ Refer following link for ranking of Management Colleges: <https://www.nirfindia.org/2021/ManagementRanking.html>

*→ Refer following link for ranking of Engineering Colleges: <https://www.nirfindia.org/2021/EngineeringRanking.html>

Evaluation Parameters of Technical resources – Experience Criteria

S N	Evaluation Criteria	Project Manager	Marks	Business Analyst	Marks	Technical Expert	Marks	Procurement Expert	Marks
2a	Total Experience	>15 Years	10	>8Years	10	>12 Years	10	>8Years	10
		12-15 Years	7	8-7 Years	7	10-12 Years	7	8-7 Years	7
		10-12 Years	5	7-5 Years	5	8-10 Years	5	7-5 Years	5
	Quality of Experience as judged by the evaluation committee	Factors guiding evaluation would include, 1. Experience in reputed companies 2. Experience in challenging Assignments	5	Same as for Project Manager	5	Same as for Project Manager	5	Same as for Project Manager	5
	Experience of Managing	>7 Years	10	>5 Years	10	>5 Years	10	>5 Years	10
	Implementation of IT Projects	5-7 Years	7	3-5 Years	7	3-5 Years	7	3-5 Years	7
		3-5 Years	4	1-3 Years	4	1-3 Years	4	2-3 Years	4

S N	Evaluation Criteria	Project Manager	Marks	Business Analyst	Marks	Technical Expert	Marks	Procurement Expert	Marks
	Quality of Experience in Managing / Implementation of Projects as judged by the evaluation committee	Factors guiding evaluation would include, range of assignments handled, complexity of assignments, any experience of e-Governance Projects, Preparation and evaluation of RFPs Managing a large team etc.	10	Factors guiding evaluation would include, range of assignments handled, complexity of assignments, any experience of e-Governance Projects, Managing a Project with many Stakeholders etc.	10	Factors guiding evaluation would include, range of assignments handled, complexity of assignments, any experience of e-Governance Projects, Managing a Project with many Stakeholders etc.	10	Factors guiding evaluation would include, range of assignments handled, complexity of assignments, any experience of e-Governance Projects, Preparation and evaluation of RFPs Managing a Project with many Stakeholders etc.	10
	Quality of Experience in e-Governance Projects		5	Same as for Project Manager	5	Same as for Project Manager		Same as for Project Manager	5
	Experience in Citizen Engagement, Digital Marketing, Citizen Outreach, Events Management, any project wherein resource displayed common citizen and stakeholder engagement or interaction.		5	Same as for Project Manager	5	Same as for Project Manager		Same as for Project Manager	5
	Any other exceptional quality expressed in CV	Factors guiding evaluation would include aspects like any Publications, Thought Leadership, Public speaking engagements, deep technical expertise	10	Same as for Project Manager	10	Same as for Project Manager	10	Same as for Project Manager	10
	Certifications such as PMP, ITIL, CISA, Six Sigma black belt, procurement certifications etc		10	Same as for Project Manager	10	Same as for Project Manager	10	Same as for Project Manager	10
	Personal Interview	Personal Interview	5	Personal Interview	5	Personal Interview	5	Personal Interview	5

9.3 Evaluation Criteria

- a) The Financial Bids of technically qualified bidders will be opened in the presence of bidder's representatives. The date, time and venue of opening of financial bid will be communicated to the technically qualified bidders separately and/or posted in the eProcurement website.
- b) If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- c) Consulting organization will be selected on the basis of QCBS (Technical: Financial): 70:30
- d) Only fixed price financial bids indicating total price for all the deliverables, if any, and services specified in this bid document will be considered.
- e) The bid price will include all taxes and levies other than GST and shall be in Indian Rupees.
- f) Any conditional bid would be rejected.
- g) Errors & Rectification: If there is a discrepancy between words and figures, the amount in words will prevail".
- h) For financial evaluation, the quoted amount indicated in the Financial Bid which will be opened online only shall be considered. On financial evaluation, the shortlisted bidders will be given total score which will be determined as under:
 1. 70% weightage will be given to the Technical Score.
 2. 30% weightage will be given to the financial score.
- i) MyGov will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of works/services.

9.4 Combined and final evaluation

1. Proposals of the post qualified bidder(s) during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).
2. The successful bidder shall be the first ranked bidder (whose total score is the highest). The second ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or fails to comply with the requirements specified hereinabove.

Formula for determining the financial scores:

$$Sf = 100 \times Fm / F$$

Where:

Sf is the financial score

Fm is the lowest price

F is the price quoted by the respective bidders

The weight age given to the technical and financial proposals are T = 0.70 and P = 0.30

$$S = (St \times 0.7) + (Sf \times 0.3)$$

Where:

S is the Combined total score

St is the technical score of the bidder

10 PERIOD OF CONTRACT

The selected bidder will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by MyGov, failing which the offer will be treated as withdrawn and EMD forfeited. After signing of the RFP document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The period of contract will be for an initial period of three (3) years and shall be extendable subject to a yearly review. MyGov shall be free to curtail the contract period at any time during the period of agreement, without assigning any reason. In case of extension beyond 3rd year, an increment of 10% shall be given every year.

11 PERFORMANCE BANK GUARANTEE

All incidental charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee (PBG) shall be borne by the selected bidder. The PBG may be discharged / returned by MyGov upon being satisfied that there has been due performance of the obligations of the bidder under the work orders. However, no interest shall be payable on the security deposit or the performance bank guarantee. The bidder shall submit PBG within 15 days from the issue of Work Order. The PBG should remain **valid for a period of 42 months** from the date of issue of Work Order. The bidder shall submit a PBG of an amount of 10% of the contract value.

The agency shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the agency fails to submit performance guarantee within the time stipulated, MyGov at its discretion may cancel the order placed on the agency without giving any notice. MyGov shall invoke the performance guarantee in case the agency fails to discharge their contractual obligations during the period.

12 TERMINATION OF CONTRACT

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

- a) MyGov is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
- b) The Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- c) In the event of the quality of Staffing Personnel and / or services as per the Scope of Work under the Contract with MyGov not found acceptable by MyGov.
- d) The Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
- e) The Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of MyGov.
- f) The Agency has been declared insolvent / bankrupt.

12.1 Material Breach

In case of any material breach MyGov have right to terminate the contract. The material breach can be subjected if

- a) If the Service Provider is not able to deliver the services as per the SERVICE LEVELS defined in RFP which translates into Material Breach, then the Purchaser may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate the Agreement. Further, the Purchaser may offer a reasonable opportunity to the Service Provider to explain the circumstances leading to such a breach.
- b) If the Service Provider, in the judgement of the MyGov, has engaged in fraudulent and corrupt practices (detailed in section 13.2) or acted with mala-fide intentions in competing for or in execution of the Contract.
- c) The Purchaser may by giving a one month's written notice, terminate the Agreement if a change of control of the Service Provider has taken place.
- d) In the event that Service Provider undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of

Service Provider by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the Service Provider.

12.2 Fraud and Corruption

MyGov requires that the applicant (agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s)/work order(s). MyGov will reject the bid document, if the applicant(agency) recommended for contract, has been determined by MyGov to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MyGov or any personnel during the tenure of contract.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to MyGov, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive MyGov of the benefits of free and open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of contract.
- e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the MyGov, designed to establish prices at artificial, non-competitive levels.

MyGov will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any work assigned during the period of the contract.

12.3 Consequences of Termination

- a) MyGov shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.
- b) In the event of termination of this Contract, MyGov shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.

- c) In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by MyGov, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor, or any other person as may be required by MyGov.
- d) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Agency or due to the fact that the survival of the Agency as an independent corporate entity is threatened / has ceased, MyGov shall pay the Agency for that part of the Services which have been authorized by MyGov and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, MyGov may retain such amounts from the payment due and payable by MyGov to the Agency as may be required to offset any losses caused to MyGov as a result of any act/ omissions of the Agency.
- e) MyGov may take possession of the works and all deliverables of the Agency and use or employ the same for completion of the work or employ any other Agency or other person or persons to complete the works. The Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.
- f) When the Contract is terminated by MyGov for all or any of the reasons mentioned above, the Agency shall not have any right to claim compensation on account of such termination.

13 PRICE VARIATION

In the event of lowering of government levies subsequent to the finalization of the contract, the bidder shall automatically pass on the benefits to MyGov, and in the event of increasing of government levies subsequent to the finalization of agreement; MyGov shall consider the case on merit and the pro-rata benefits to the Agency may be considered if full reference with documentary evidence is submitted.

14 LIQUIDATED DAMAGES AND PENALTIES

- a) The Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the agency, MyGov may impose penalty as per the details given in Section 8 of this RFP (subject to a maximum of 10%). If the delay is beyond stipulated time, then MyGov may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. MyGov may debar and blacklist the agencies for applying in its future contracts also.
- b) If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as

inadequate interactions with MyGov), negligent, non-supportive attitude of the agencies and MyGov decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with MyGov.

- c) This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to MyGov under the terms and conditions of the RFP, contract and as per applicable law including the right of forfeiture of PBG. Once the maximum percentage of liquidated damages/penalties as stated in the said clause reaches/ cross the cap so stated, the Purchaser shall have the right and may at its discretion terminate the Agreement for default and consequences/effects for such termination as stated in Section 13 hereinabove and in the Agreement shall become applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the Service Levels shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and the Service Provider in accordance with the provisions of Change Control set out in this Agreement.

15 PAYMENT TERMS

- a) The agency shall raise quarterly invoice at the completion of each quarter.
- b) The activities shall be completed as per the timelines mentioned in the Section 7 of this RFP.
- c) Payments shall be subject to deductions of any amount for which the supplier is liable under the Work Order or tender conditions. Further, all payments to agency will be made subject to **deduction of applicable penalty** and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules.
- d) All payments will be made through RTGS only.

16 CONFIDENTIALITY AND SECURITY

- a) The agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of MyGov or its clients without the prior written consent of MyGov.
- b) The agency will ensure that no information about the software / hardware / policies of MyGov etc. is taken out in any form including electronic form or otherwise.
- c) Additionally, the agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

- d) MyGov shall retain all rights to prevent, stop and if required take the necessary punitive action against the agency regarding any forbidden disclosure.
- e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - i. Information already available in the public domain
 - ii. Information which has been developed independently by the Agency
 - iii. Information which has been received from a third party who had the right to disclose the aforesaid information
 - iv. Information which has been disclosed to the public pursuant to a court order.
- f) Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
- g) Notwithstanding anything to the contrary mentioned hereinabove, the agency shall have the right to share the work order provided to it by MyGov in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

16.1 Non-Disclosure Clause

- a) The agency should treat all documents, information, data and communication of and with MyGov as privileged and confidential and would be bound by the terms and conditions of the Non-Disclosure clause.
- b) The agency shall abide by the Non-Disclosure clause. The agency shall not, without MyGov's prior written consent, disclose any information to any other party furnished by or on behalf of MyGov to any person other than a person employed by the agency in the performance of the work.
- c) Disclosure to any such person employed by the agency shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.

17 FORCE MAJEURE

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires,

floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, MyGov may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. MyGov shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of MyGov under the work orders/ purchase orders issued pursuant to the contract.

18 INDEMNIFICATION & LIMITATION OF LIABILITY

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

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- i. Procure the right for Indemnified Party to continue using it
- ii. Replace it with a non-infringing equivalent
- iii. Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

d) The indemnities set out above, shall be subject to the following conditions:

- i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise
- ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense
- iii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses
- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party
- v. all settlements of claims subject to indemnification under this Clause will:
 - be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement

- vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings
 - vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings
 - viii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - ix. if a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.
- f) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in above) even if it has been advised of their possible existence.
- g) The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

19 DISPUTE RESOLUTION

The Bidder and MyGov shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract / Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

20 **EXIT MANAGEMENT& KNOWLEDGE TRANSFER**

20.1 **Exit Management**

Bidding service provider/agency shall prepare an Exit Management Plan for transfer of operations to MyGov and/or as may be advised by MyGov in the event of termination or expiry of the contract with MyGov, without affecting services to stakeholders adversely. Bidding service provider/agency shall get this process approved by MyGov. The Plan shall include, but not be limited to, the following: -

1. Detailed Program of the Transfer Process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the Transfer Process or until the cessation of the services and of the management structure to be used during the transfer.
2. Plans for the communication with such of Bidding service provider/agency staff, OEM’s and any related third party as are necessary to avoid any material detrimental impact on MyGov’s project operations as a result of undertaking the transfer.
3. Plans for provision of contingent support to MyGov and Replacement Agency for a reasonable period as mutually agreed with MyGov.
4. Bidding service provider/agency shall draft the Exit Management Plan periodically thereafter to ensure that it is kept relevant and up to date.
5. Exit Management Plan shall be presented by bidding service provider/agency to MyGov and approved by MyGov.

6. The Terms of Payment as stated in the Payment Schedule shall include the costs of the Agency complying with its obligations under Exit Plan.
7. During the Exit Management Period, Bidding service provider/agency shall use its best efforts to deliver the services.
8. Payments during the Exit Management period shall be made in accordance with the Payment Schedule as specified in the exit plan.
9. The Exit Management plan shall be furnished in writing to MyGov within ninety (90) days from the Effective Date of this Agreement
10. The Agency shall be entitled to use the Assets for the duration of the exit management period
11. Promptly on reasonable request by MyGov, the Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (provided by the Bidder). The MyGov shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. Bidder shall permit MyGov or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the CEO MyGov or MyGov project management Unit to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.
12. Before the expiry of the exit management period, unless otherwise provided under the MSA, MyGov or its nominated agency shall deliver to the Bidder all forms of Bidder confidential information, which if any is in the possession or control of MyGov, or its users.
13. Upon completion of the contract period or upon termination of the agreement for any reasons, the bidding service provider/agency shall comply with the following
 - a. Notify to MyGov forthwith the particulars of all Project Assets.
 - b. Deliver forthwith actual or constructive possession of the Project free and clear of all encumbrances and execute such deeds, writings and documents as may be required by MyGov, for fully and effectively divesting the bidding service provider/agency of all of the rights, title and interest of the Bidding service provider/agency in the Project and conveying the Project.
14. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

20.2 Knowledge Transfer

Knowledge Transfer is an integral part of the scope of work of Bidding service provider/agency. This will have to be done even in case the Contract with Bidding service provider/agency ends or is terminated before the planned timelines.

Bidding service provider/agency needs to include in the response the Exit Management Plan for the Project Management Support at the end of the contract duration. The transition period shall span a minimum of one month or as mutually agreed with MyGov. The selected bidding service provider/agency shall ensure during the exit management the following:

- Handover all the deliverables and documents to the selected entity or resources as finalized by MyGov
- Have a month of overlap period of running the operations with the new bidding service provider/agency or as mutually decided between the agency and MyGov.

At the end of the Contract, Bidding service provider/agency will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for providing PMU services post the Contract with Bidding service provider/agency.

21 APPLICABLE LAW

The work-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. All disputes in this connection shall be settled in Delhi jurisdiction only.

ANNEXURE 1 - COVERING LETTER FOR BID

(To be submitted on the letterhead of the bidder)

To

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

Subject: **Submission of Bid for** Tender No. <<>>

Dear Sir,

This is to notify that our company is submitting bid in response to Tender No MyGov/... for **Request for Proposal (RFP) for Selection of an agency for setting up Programme Management Unit (PMU) for MyGov**. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

For the purpose of supplying items / delivering services under this tender we are appointing <**Name of Authorized Partner**> (if applicable) as our Authorized Partner.

We are responsible for communicating to the 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 bid process communication in case such 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 tender document including all forms, schedules and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding, evaluation and selection.

We have enclosed the earnest money deposit as per the tender conditions and we understand that it is liable to be forfeited in accordance with the provisions of tender 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 evaluation process, we are liable to be dismissed from the selection process or termination of the contract with MyGov.

We understand that you are not bound to accept the lowest or any bid you may receive.

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 such 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:

ANNEXURE 2 - FORMAT FOR BANK GUARANTEE FOR PERFORMANCE GAURANTEE

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

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number>> for “**Request for Proposal (RFP) for Selection of an agency for setting up Programme Management Unit (PMU) for MyGov**” (hereinafter called "the Bid") to MyGov (hereinafter called 'the Purchaser').

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

Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to <<insert date>>)

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

(Authorized Signatory of the Bank)

Seal:

Date:

ANNEXURE 3 - FORMAT FOR SUBMISSION OF PRE-QUALIFICATION BIDS

Pre-Qualification Bid Covering Letter

<Location, Date>

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

Subject:Submission of the pre-qualification bid for Selection of agency for setting up Programme Management Unit (PMU) for MyGov

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our 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 all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

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

Yours sincerely,

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

Pre-Qualification checklist for common criteria

S. No.	Description	Supporting Documents	Compliance (Yes / No)	Reference in Proposal
1	Legal Entity			
2	Turnover			
3	Technical Capability			
4	Blacklisting			
5	Manpower Strength			
6	Certification			

ANNEXURE 4 - FORMAT FOR SUBMISSION OF TECHNICAL BIDS

Technical Bid Covering Letter

<Location, Date>

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

Subject: Submission of the technical bid for Selection of agency for setting up Programme Management Unit (PMU) for MyGov

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our 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 all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

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

Yours sincerely,

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

Technical Qualification Checklist (For Detail Explanation See Clause 9.2)

#	Description	Supporting Documents along with page no	Self-Evaluation	Score
1.	Experience of Program Management of 5 projects in India.			
2.	Experience of Program Management of 5 e-Governance Projects in India.			
3.	Experience of providing consultancy services for 5 IT Implementation Projects in India.			
4.	Key Personnel			
5.	Approach & Methodology			
6.	Proposed Project Monitoring Tool			

ANNEXURE 5 - FORMAT FOR SUBMISSION OF FINANCIAL BIDS

Technical Bid Covering Letter

<Location, Date>

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

Subject: Submission of the financial bid for Selection of agency for setting up Programme Management Unit (PMU) for MyGov

Dear Sir,

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

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

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

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

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

Yours sincerely,

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

To be printed on company letter head and submitted along the financial proposal

[The cost quoted should be excluding taxes]

Sr. No	Resources	Number of Unit	Unit cost per Month (Without Taxes)
1	Project Manager	1	
2	Business Analyst	2	
3.	Procurement Specialist	1	
4.	Technical Consultant	1	
Total			

General Conditions:

- i. MyGov will not provide any other cost like transportation, cost of physical infrastructure etc.
- ii. The Service Provider will provision PC/Laptop system for the PMU resource
- iii. MyGov reserves the right to decrease or increase the resources requirement based on the rate discovered during the bid.
- iv. The service provider should ensure the agents are provided by all statutory support i.e., include PF/Insurance etc.
- v. The Price offered to the MyGov must be in Indian Rupees and inclusive of all Duties/Insurance etc. but exclusive of Service Tax. The payment made by the MyGov shall be subject to deduction of penalties, if any, and statutory deductions such as TDS etc.

Yours sincerely,

(Authorized Signatory)

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

ANNEXURE 6 - FORMAT FOR CITATIONS SUBMISSION

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment months:
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date month/year: Completion date month/year:	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed indicate most significant profiles such as Project Director/Coordinator, Team Leader:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form 8B: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Full Name of Staff**: _____

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

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. **Total No. of years of experience**: _____

7. **Total No. of years with the firm**: _____

8. **Areas of expertise and no. of years of experience in this area (as required for the Profile -mandatory)**: _____

9. **Certifications and Trainings attended**: _____

10. **Details of Involvement in Projects (only if involved in the same)**: _____

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

12. **Membership of Professional Associations**: _____

13. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year): _____ **To(Year):** _____

Employer/Purchaser: _____

Positions held: _____

14. Detailed Task Assigned [List of all tasks to be performed under this assignment]

15. Relevant Work Undertaken that Best illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each) (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in ‘List of the key professional positions whose CV and experience would be evaluated’)

Name of Assignment or Project: _____

Year: _____ Location: _____

Purchaser: _____

Main Project features: _____

Positions held: _____

Value of Project (approximate value or range): _____

Activities performed: _____

16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member or authorized representative of the staff)

(Day/Month/Year)

Full name of Authorized Representative:

ANNEXURE 8 - FORMAT FOR NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

(On Company letterhead only)

(To be provided on the Company Letterhead and duly signed by the Authorized Signatory of the Company)

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 ("Agreement") _____ effective _____ for _____; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

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 Department.
 - c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of 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 than 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 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 and all Confidential Information disclosed in oral/ printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - f. Not to discuss with any member of 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, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In

addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, 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 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 set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
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 English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. 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.
12. 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 under standings among the parties with respect to the subject matter hereof.
13. 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.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. 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.

- 16. 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.
- 17. Survival - Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

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

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.