



**Request For Empanelment (RFE) of agencies for Development
Of
Web and Mobile Game Applications
For
MyGov**

RFE NO. 7 (7)/2023/INCEP/MYGOV 2.0

Date: 07/11/2023



MyGov,
Ministry of Electronic and Information Technology
3rd Floor, Electronics Niketan, New Delhi – 110003

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PART I: GENERAL TERMS

1. INVITATION OF RFE

Invitation for Request for Empanelment (RFE) for development of web and mobile based games and managing maintaining the MyGov Gaming Platform for MyGov. MyGov is India's largest citizen engagement platform under Ministry of Electronics and Information Technology, Government of India invites proposals from interested gaming solution development agencies/companies for associating with MyGov for conceptualizing, designing, developing, and maintaining the gaming platform for MyGov.

For overview of the existing system, scope, pre-qualification criteria, bidding terms and conditions and suggested response formats, please refer this RFE document and CPP Portal. To know more details about MyGov, the applicants are requested to refer our website www.MyGov.in.

Interested Service Providers who meet the pre-qualification criteria may submit their REQUEST FOR EMPANELMENT proposal with all the necessary documents as per the requirement of this RFE at CPP portal.

Applicants meeting the qualification criteria will be empaneled with MyGov and shall subsequently be issued a ToR or a Request for Quotation (RFQ). MyGov reserves the right to reject or accept all or any of the proposals or to hold, modify, withdraw, or cancel the process without assigning any reasons whatsoever. MyGov may terminate the RFE process at any time and without assigning any reason. MyGov makes no commitments, express or implied, that this process will results in a business transaction with anyone. This RFE does not constitute an offer by MyGov.

The Prospective bidder participation and meeting the qualification criteria may result in MyGov shortlisting the bidder and will be empaneled with MyGov to submit the complete technical and financial response to an RFQ.

CEO MyGov
Ministry of Electronics and Information Technology
3rd Floor, Electronics Niketan, New Delhi – 110003

2. DISCLAIMER

The information contained in this Request for Empanelment (RFE) document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form, by or on behalf of MyGov, is provided to the Bidder(s) on the terms and conditions set out in this RFE document and all other terms and conditions, subject to which such information is provided.

This RFE document is not an agreement and is neither an offer nor an invitation to offer by MyGov. This RFE is to invite proposals from applicants who are qualified as per the criterion mentioned in this RFE document. The purpose of this RFE is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). The information contained in this RFE document is selective and is subject to update, expansion, revision, and amendment. MyGov reserves the right of discretion to change, modify, add, or alter any or all the provisions of this RFE and/or the bidding process, without assigning any reasons whatsoever. Any information contained in this RFE document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by MyGov.

MyGov reserves the right to reject any or all the Bids received in response to this RFE at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of MyGov shall be final, conclusive, and binding on all the Agencies /parties directly or indirectly connected with the bidding process.

3. ABOUT MYGOV

MyGov has been established as Government of India's Citizen Engagement Platform which collaborates with multiple Government bodies/ Ministries to engage with citizens for policy formulation and seeks the opinion of people on issues/ topics of public interest and welfare. Since its launch on 26th July 2014, by Hon'ble Prime Minister, Shri Narendra Modi, MyGov has more than 3.41 crore registered users. Almost all Government Departments leverage MyGov platform for their citizen engagement activities, consultations for policy formulation and to disseminate information to citizens for various Government schemes and programs.

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

MyGov has also launched State instances in 23 States/UTs, namely Andaman & Nicobar, Arunachal Pradesh, Assam, Chhattisgarh, Goa, Gujarat, Haryana, Jammu and Kashmir, Karnataka, Ladakh, Madhya Pradesh, Maharashtra, Manipur, Mizoram, Tripura, Jharkhand, Nagaland, Himachal Pradesh, Uttarakhand, Uttar Pradesh, Rajasthan, Tamil Nadu, Dadra & Nagar Haveli and Daman and Diu. In the last 9 years, MyGov has emerged as a vibrant platform for all government entities to not only explore the avenues of engaging with the citizens but also to bridge the gap between the way the government and citizens interact.

4. OBJECTIVES OF THIS REQUEST FOR EMPANELMENT (RFE)

With growing interest and widespread popularity of video and computer games and as Games are self-motivating systems and for the past several years game designers have evolved interactive techniques to generate emotion, encourage problem-solving, change behavior, disseminating information through educational videos etc. through various games. Games help in offering a variety of interactive style for learning, disseminating information and helps the citizens to stay connected and get engaged for a longer time. Therefore, game-inspired services delivered on various platforms offer the opportunity to increase public engagement and help to redesign public services and policy formulation etc.

MyGov intends to use the gaming technology that is increasingly socially inspired by web and mobile game segments and is intending to explore new and innovative engagement models through such games. The objective is to attain greater citizen engagement and to encourage participatory governance through games. Through this RFE MyGov wishes to obtain empanelment proposals from the interested bidders for participation in a bid process for selection of Gaming solution development agency to design, develop, implement, and maintain the gaming platform and develop large/small games for MyGov. The selected agency will be responsible for keeping the gaming platform user friendly, engaging, interactive and lively for greater number of user engagement.

5. RFE ISSUING AUTHORITY

This RFE is issued by the MyGov, intended to short-list potential agencies for empanelment with MyGov. MyGov's decision regarding the short-listing of bidders through this RFE shall be final and the Ministry reserves the right to reject any or all the bids without assigning any reason.

Sl. No.	Item	Description
1	Project Title	Empanelment of agency for development of Games (Web & Mobile) for MyGov, Ministry of Electronics & IT (MeitY), GoI
2	RFE contact details	
	Department	MyGov, Ministry of Electronics & IT (MeitY), GoI
	Contact Person	The Chief Executive Officer", MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003 Phone: 011 - 24301812 e-mail: tender@mygov.in
3	Website	www. MyGov.in

6. TENTATIVE CALENDAR OF EVENTS

The following table enlists important milestones and timelines for completion of bidding activities:

#	Particulars	Details
1.	Location	New Delhi, MyGov, Ministry of Electronics & IT (MeitY), GoI
2.	Process/Stages of RFE	The process would be as follows: I. Issue of RFE II. Pre-Bid Meeting/ Clarification /Corrigendum (if any) III. Submission of Bids in CPP portal as per requirement of RFE IV. Screening of Pre-qualification Bids v. Pre-Qualification Evaluation VI. Technical Qualification Evaluation VII. Shortlisting of agencies qualifying pre-qualification and technical criteria VIII. The Shortlisted agencies will be empaneled with MyGov IX. ToR/RFQ may be published as per the decision by MyGov for selected agencies
3.	EMD/Bid Security	EMD is Nil, But the agencies must submit the Bid Security Declaration (BSD) as per the format provided in this RFE addressed to "The Chief Executive Officer", MyGov,3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003
4.	RFE Availability	To be published at www. MyGov.in ; https://www.meity.gov.in/tenders & CPP Portal
5.	Pre-Proposal Meeting	15/11/2023 at 12:00 Hrs. Agencies to share their queries over mail to tender@mygov.in as per format specified in this RFE with subject as "Pre-Bid queries for RFE - Tender No. 7 (7)/2023/INCEP/MYGOV 2.0 " MyGov,3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003
6.	Date of publication of the RFE document	07/11/2023
7.	Last date of submission of queries	15/11/2023 by email at tender@mygov.in
8.	Last date of submission of bid/proposals	27/11/2023 at 17:00 Hrs.
9.	Opening of Pre-Qualification and Technical Qualification Proposal	To be informed later
10.	Language of bid/proposal	The bid should be submitted in English only

#	Particulars	Details
11.	Issue of Letters for shortlisted agencies	To be decided later
12.	Address for Communication	"The Chief Executive Officer", MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003 Phone: 011 - 24301812 e-mail: tender@mygov.in

7. AVAILABILITY OF THE RFE DOCUMENTS

RFE can be downloaded from the MyGov, MeitY portal and from the CPP portal. The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the RFE documents. Failure to furnish complete information as mentioned in the RFE documents or submission of a proposal not substantially responsive to the RFE documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

8. BIDDERS' CONFERENCE

MyGov will host a bidder's Conference, Online or Physical as deemed appropriate, the purpose of the conference is to provide bidders with any clarifications regarding the RFE. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFE and the project. The timing and mode for the bid conference will be informed at a later stage.

Below Format should be used for seeking clarification cum Query

S. No.	RFE document reference(s) [Section, clause, and page number(s)]	Content of RFE requiring clarification(s)	Suggestion/Changes for the same
1			
2			

PART II: SCOPE OF WORK

The scope of work for games given in this REQUEST FOR EMPANELMENT are indicative only and not limited to the complete work. MyGov will seek inputs from the qualified cum empaneled bidders in further refining the requirements, scope of work and other aspects of services before finalizing the Request for Quotation (RFQ)/ ToR as deemed appropriate.

1. INDICATIVE SCOPE OF WORK

MyGov being the most active citizen engagement platform, intends to use the gaming technology that is increasingly socially inspired by web and mobile gaming mechanics/techniques for providing the opportunity to design more engagement models through game playing for attaining greater citizen engagement and to encourage participatory governance.

With the rise of the internet, social media, and considering the interest level, the time has now come for designing new models for citizen engagement. Games are self-motivating many research studies depict that Games are a great tool for improving public understanding, creating awareness, seeking feedbacks, learning development and information dissemination. Thus, through this RFE, and the subsequent RFQ it is intended to develop an enabling environment, and finally introduce the concept of strategic and tactical approaches for greater citizen engagement through Games.

MyGov is looking to develop Mega (Large Scale) and Mini (Small Scale) games for greater participation and engagement of citizens and for meaningful dissemination of information.

1.1 THE BROAD OBJECTIVE OF THE GAMES

Following are the indicative objectives are to be achieved through games:

- i. Increased civic engagement and contribution to society through games
- ii. Create Awareness
- iii. Disseminate meaningful information
- iv. Bring behavioral change
- v. Skill development by learning
- vi. Build Problem solving skills
- vii. Develop Decision-making skills through role playing
- viii. Develop Creative Thinking
- ix. Improved mental health: Improved mood, relaxation, positive emotions and lower levels of anxiety and stress through games
- x. Designing games for citizens to engage and suggest ideas for solving public challenges through community engagement

1.2 FEATURES OF THE GAMES

Following are the indicative features of Games but not limited to

- i. User Friendly, easy to learn, play and engage
- ii. Great Controls and navigations
- iii. Compatibility with Optimal Accessibility
- iv. An Interesting Theme & Visual Style

- v. Excellent Sound & Music
- vi. Captivating Worlds
- vii. Interesting and fun gameplay and entertaining storyline
- viii. Good design and visually appealing
- ix. Memorable Characters
- x. Good Balance of Challenge & Reward

1.3 INDICATIVE THEMES OF GAMES

MyGov intends the agency to develop game based on the themes of National interest

- i. National Education Policy
- ii. City Planning & Urban Development
- iii. Climate Change
- iv. Rural Development
- v. National Agriculture Policy
- vi. LiFE (Building a Sustainable Future)
- vii. My Culture My Pride
- viii. War Hero's
- ix. Swachhta Mission

1.4 INDICATIVE CONCEPT ON THE THEME OF WAR HERO'S:

The agency may develop an interesting game on Warrior or Mission type game.

3 stage mission game with different targeted missions and the life, power, responsibility will be increased with qualifying each stage.

Stage -1: Complete set of defined missions and become "Yodha" and so on for Stage-2: "Maha Yodha" and for Stage-3 "Param Yodha" title

The game should have following features

- Signup to MyGov to play the Game
- Avatar Creation: Features for creation of personalized avatars
- Realistic 3D graphics
- A feast for your eyes, with post-process effects to create an immersive cinematic experience.
- High resolution and visually appealing with wide range of artilleries, multiple enemy types, encounter different types of enemies, various pickup items, and upgrades
- Additional features and powers of the player will be increased at each Level-up in missions

*Incase the warrior loses his life, then may get lifelines by registering new Yodha in the games (New Registrations) and can build his own troops (sena) to combat the mission.

1.4.1 TYPES OF OTHER ENGAGING GAMES

The agency may design games in In line to the objectives mentioned under the scope of work section. The type of games that may be developed are as follows:

- A. Puzzle Games/Difference Games:** A puzzle/difference shall be game to test a person's ingenuity or knowledge. In a puzzle, one is required to put pieces together in a logical way, to arrive at the correct solution of the puzzle. There are different types of puzzles for different ages, such as crossword puzzles, word-search puzzles, number puzzles, find the difference puzzles or logic puzzles.

- B. Word Games:** Word games may be used for engaging students
- C. Trivia Games:** These use historical/other information put together in an engaging format of a game.
- D. Shooting Games:** Shooter games are a subgenre of action game, which often test the player's speed and reaction time. It includes many subgenres that have the commonality of focusing on the actions of the avatar using some sort of weapon. Usually this weapon is a gun, or some other long-range weapon.
- E. Racing Games:** The racing video game is either in the first-person or third-person perspective, in which the player partakes in a racing competition with any type of land, air, or sea vehicles. They may be based on anything from real-world racing leagues to entirely fantastical settings. In general, they can be distributed along a spectrum anywhere
- F. Hidden object Games:** A hidden object game (sometimes called hidden picture) is a genre of puzzle video game in which the player must find items from a list that are hidden within a picture.
- G. Endless runner Games / Endless side scroller Games:** "Endless running" or "infinite running" games are platform games in which the player character is continuously moving forward through a usually procedurally generated, theoretically endless game world. Game controls are limited to making the character jump, attack, or perform special actions. The object of these games is to get as far as possible.
- H. QUIZE TYPE GAMES:** Designing of quiz-type games for engaging citizens to play games through playing quizzes

1.4.2 GENERAL TERMS AND CONDITIONS FOR GAMES:

Each gaming and/or mobile app/gaming solution shall be cross-platform application that will be developed independently as per the requirement of MyGov and shall necessarily follow the following steps:

- i. Develop a story line, concept, characters, themes, genres that would portray the requirement of the individual game.
- ii. The genre of the game shall ensure promoting civic education, and dissemination of information as per the targeted audience.
- iii. The Mini game preferably may be played within a time between 15-30 minutes or for an hour, however, the same may vary as per individual requirement and choice. The Mega Game would be played for a longer duration in stages, phases etc.
- iv. The game should have features for Avatar creation: Players will have the ability to design their own avatars for use in the game. This game mechanic will differ from most avatar creation systems in that, in addition to choosing some physical characteristics of their avatar, players will be able to choose ability levels for their avatars which have implications for the game.
- v. The games should have the option to be replayed, considering that different choices made when playing the game will lead to different outcomes.

- vi. The story line/storyboard should incorporate roles of individual different types of users, which may be dependent on age, gender, type of user, i.e., Citizen, Resident, NRI etc. These roles can interact with one another and individually, to portray the context.
- vii. The storyline/storyboard and the game, in general, should consider the different basic types of users, i.e., kids, youth, elder, women, professionals etc.
- viii. The characters and the setting are preferred to be in 3D, however 2D designs may be considered, which will be dependent on specific scope of work for each project.
- ix. The game is to accommodate various types of disabilities and the design consider accessibility to persons with disabilities in accordance with respective Acts and Rules.
- x. The game should be playable in English and Hindi, however the solution should have multilingual features
- xi. It should be compatible with different operating systems that include but are not limited to: Microsoft Windows, iOS, and Android etc.
- xii. Each game should be developed as a progressive web app, with integration with primary social media platforms and MyGov Platform.
- xiii. It should have a user help function before entering the game and while playing.
- xiv. Depending on the nature of the game may be required to incorporate two modes:
 - i. Single player: Offline mode against computer bots, and
 - ii. Multi player: Online mode against other players/computer bots, where there can be multiple players for each role.
- xv. Users can log in post registration with MyGov
- xvi. The game should be developed to collect data to enable top scores. Scores will display in leaderboard section
- xvii. Player decisions affect game progress and chances of winning. Algorithms need to be created that count user choices and produce results depending on these choices. The progress should be tracked by the computer and be presented to the player as results at given times (such as the end of a group of activities) in the cycle.
- xviii. All Games developed under this assignment will be hosted at MyGov under a new MyGov Gaming Microsite for all citizens. Citizens can register themselves at MyGov and may start playing the games by using the login credentials they have got at the time of registration.
- xix. All games should be integrated with MyGov Game platform
- xx. There should be provision for drawing analytical reports, trends, utility, popularity of games to be shown in form of a dashboards for all games

1.5 PHASES OF IMPLEMENTATION OF GAMES

- a) Conceptualization of Games

- b) Pilot -PoC of Games
- c) Development of Games- followed by UAT, testing, security auditing etc.
- d) Deployment and implementation of Games
- e) Operation and Maintenance of games

PART III: EVALUATION CRITERIA & RFE TERMS

1. PRE-QUALIFICATION CRITERIA

MyGov will scrutinize the proposals received at CPP Portal to determine whether they are complete and as per the RFE requirement tabulated below:

Sr	Item	Criteria	Documents to be submitted
1.	Legal Entity	<p>Should be a company registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act.</p> <p>The Agency/Company must have been in operation for a minimum of 3 years as on the proposal submission date.</p>	<p>Copy of Certificate of Registration/ Incorporation And Memorandum of Association /Article of Association</p>
2.	Tax and GST registration	The agency must be registered under Income Tax and GST	Copy of PAN and GST
3.	Offices	<p>The Agency must have its office presence at Delhi-NCR region</p> <p>In case the agency doesn't have office, may submit the declaration for opening its office at the time of allocation of work</p>	<p>Proof of office in Delhi-NCR (certificates like GST/ tax/ lease agreement/ etc.)</p> <p>OR</p> <p>Declaration on the letterhead regarding opening of office at the time of allocation of work</p>
4.	Turnover	The agency should have an average annual turnover of INR 5 Crore, during the preceding three financial years (FY 2019-20, FY 2020-21 & FY	Certificate from CA cum the statutory auditor for the last three financial years (FY 2019-20, FY 2020-21 & FY 2021-22) along with audited financial statements for the last three financial years (FY

Sr	Item	Criteria	Documents to be submitted
		2021-22) from the date of publication of this RFE	2019-20, FY 2020-21 & FY 2021-22).
5.	Project Experience/ Technical Capability	<p>The Agency must have successfully developed and implemented the following in the last 5 years from the date of publish of this RFE for Govt/PSUs/Corporates</p> <p>a) 2 Mega game projects of each worth INR 50 Lakhs Value</p> <p>b) 5 Mini game projects of each worth INR 5 Lakhs Value</p>	<p>Details of the assignments as per Form 3 of Annexure, along with the following documents:</p> <ul style="list-style-type: none"> • Copy of work order/ Agreement/ Contract • Certificate of project completion issued by the Client OR <p>Tax invoice and payment receipt duly certified by CA</p>
6.	Manpower	The Agency must have minimum 25 professionals, including web-based game developers, mobile based game developers and quality analysts cum tester under its payroll	HR Certificate on Company Letter Head
7.	Non-Blacklisting	The agency should not be blacklisted/debarred/suspended/banned by any Ministry/ Department of State or Central Government/PSU on the last date of filing of responses to this RFE	A Self-Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal. As per the Annexure given in this RFE

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

2. EVALUATION OF PRE-QUALIFICATION PROPOSAL

The bidders' Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFE and adopting the pre-qualification criteria spelt out in this RFE by the evaluation committee of MyGov. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified (e.g., detailed project citations and completion certificates, client contact information for verification) as required for evaluation.

3. EVALUATION OF TECHNICAL-QUALIFICATION PROPOSAL

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
1	Average annual turnover (T) in last three Financial Years (FY 2019-20, FY 2020-21 & FY 2021-22) from the date of publication of this RFE.	Average Annual Turnover(T) 5 Crore Turnover INR: 5 marks. Additional 1 mark for every additional INR 2 Crore turnover up to 5 more marks	Certificate from CA cum the statutory auditor for the last three financial years (FY 2019-20, FY 2020-21 & FY 2021-22) along with audited financial statements for the last three financial years (FY 2019-20, FY 2020-21 & FY 2021-22).	10
2	Experience of the agency in successfully completing Mega Games project (preferably Govt/ PSUs/Corporates) with order value of Rs 50 Lakhs or more in the Last 5 years from the date of publish of this RFE	For Mega Games with Work Order Value of 50 Lakhs or more: <ul style="list-style-type: none"> • More than 4 Projects – 15 marks • 3 to 4 Projects – 10 Marks • 2 Projects- 5 Marks 	Details of the assignments as per Annexure-5 of this RFE, along with the following documents: <ul style="list-style-type: none"> • Copy of workorder/ Agreement/ Contract • Certificate of project completion issued by the Client OR Tax invoice and payment receipt duly certified by CA 	15
3	Experience of the agency in successfully completing Mini Games projects (preferably Govt/PSUs/Corporates) with work order value of Rs 5 Lakhs or more. in the Last 5 years from the date of publish of this RFE	For Mini Games with Work Order Value of 5 Lakhs or More): <ul style="list-style-type: none"> • 5 Projects- 5 Marks • 2 Marks per additional project up to 10 more marks 	Details of the assignments as per Annexure-5 of this RFE, along with the following documents: <ul style="list-style-type: none"> • Copy of workorder/ Agreement/ Contract, • Certificate of project completion issued by the Client OR Tax invoice and payment receipt duly certified by CA 	15
4	Manpower	Manpower Strength on payroll <ul style="list-style-type: none"> • 25 Manpower: 5 Marks • 26 to 50 Manpower: 7 Marks 	An undertaking from the HR head of the agency, certifying the same	10

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
		<ul style="list-style-type: none"> Above 50 Manpower: 10 Marks 		
5	Presentation should cover following: Understanding of Scope of Work, Approach and Methodologies, Story line, Concept, Characters, Themes, Game Features, Game Genres, Technology Stack, Innovative ideas, and suggestion for Mini and Mega games as deemed appropriate for MyGov	-	Presentation	50
Total Score				100

***Agencies securing 70 or more marks in technical evaluation will be eligible for empanelment.**

4. ALLOCATION OF WORK

- a) The empanelment shall be initially for 3 years from the date of issuance of empanelment letter and accepting the terms and conditions by the empanelled agencies and may be further extended based on periodic reviews and performance assessment during the duration of empanelment at the same terms and conditions.
- b) MyGov shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- c) The MyGov may give a brief ToR or an RFQ to the agencies based and invite Proposal/Concept/Creative ideas for games from the empaneled agencies for specific assignments.
- d) MyGov reserves the right to award the work to any of the empaneled agencies, based on the merit of their credentials (Ideas, Approach, Innovative Strategies/creativity, and execution plan for games etc.) and the lowest financial quote for the task.
- e) This RFE document covers broad scope of work for each category. Exact scope of work, deliverables, timelines, service level, payment terms, etc., would be as per ToR/RFQ issued for every work:
- f) The selection of work will be done through technical evaluation and creative presentations by the agencies. The agencies qualify the technical evaluation will be requested for submitting the financial quote for that assigned task. Work will be given to the agency having the lowest quote for the task. Evaluation Committee of MyGov will be the final authority for selection of work.
- g) The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.

- h) Mere empanelment with MyGov does not guarantee allocation of work.
- i) All terms & conditions of empanelment will be applicable and binding on successful empanelment bidders executing any work resulting based on empanelment unless stated otherwise in subsequent ToR/RFQ

5. PERFORMANCE BANK GUARANTEE (PBG)

The agencies(s) shortlisted for empanelment will be required to provide an unconditional and irrevocable Performance Bank Guarantee of Rs. 1 Lakh from a Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms, and conditions of RFE document, within 15 days of intimation from MyGov. The same shall be kept valid up to 60 days, beyond the empanelment period. If the agency fails to furnish Performance Bank Guarantee within 15 days from the date of issue to empanelment letter by MyGov for any reason whatsoever, the agency may be penalized with suspension from participation in future procurement processes for a period of up to one year. The cost of Performance Guarantee would have to be borne by the successful agencies (s). In case, the empanelment is extended for any reason, the PBG need to be extended accordingly by the empaneled Bidder keeping the validity up to 60 days, beyond the extended empanelment period. The format for Performance Guarantee is provided in this RFE document.

6. SHORTLISTING OF AGENCIES

The agencies who qualify the Pre – qualification criteria as defined in this RFE and secure minimum 70 marks in the technical qualification criteria will be shortlisted to get empaneled with MyGov for a period of 3 years. In the next phase i.e., for participating in the ToR/RFQ, these empaneled agencies would be requested to submit their technical and commercial proposal for this assignment.

7. SUBMISSION OF PROPOSALS

Proposals, in its complete form in all respects as specified in the RFE, must be submitted at CPP portal. The Agencies should consider any Corrigendum to this RFE document that may have been published before submitting their Proposals. The Proposal is to be submitted in 3 covers as mentioned below inline to the terms and condition Setout in this RFE.

The contents of the proposal should be as under:

#	Document Name	Contents
1	EMD (i.e., Bid Security Declaration)	Scan copy of original Bid Security Declaration to be uploaded on CPPP as per the format given in this RFE
2	Pre-qualification Proposal	Pre-Qualification/Eligibility Proposal as per the requirement of this RFE to be uploaded on CPPP
3	Technical Proposal	Technical Proposal as per the requirement of this RFE to be uploaded on CPPP

- i. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the proposal. Each of the pages must be signed by Authorized Signatory.

- ii. The proposals are to be submitted electronically on CPP Portal on or before the last date and time of proposal submission as per the scheduled mentioned in this RFE. Proposals received in any other form will not be accepted and may lead to rejection.
- iii. Manual proposals submitted by other means will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- iv. The instructions given below are meant to assist the agencies in preparation of their proposals in accordance with the requirements and submitting their proposal online on the CPP portal.
- v. MyGov in any case, will not be liable for file corruption/error in format upload. Therefore, it is advised that the agency should check cautiously the uploaded files/formats.
- vi. The RFE and corrigendum thereof should be read in entirety before submitting proposals, so that proposal submission captures all required documents inline to the given format.
- vii. Please check the documents and upload them carefully. Any error i.e., file is found to be corrupted, not readable etc., the proposal will be rejected. MyGov in no case will be liable for the same.

8. RESPONSE REQUIREMENTS

- i. The Response to the pre-qualification and technical qualification requirements shall be prepared in accordance with the requirements specified in this RFE and in the format prescribed in this document for each of the above-mentioned qualifying criteria as proof of having the minimum requirements to be uploaded at CPP portal.
- ii. Proposals must be direct, concise, and complete. All information not directly relevant to this RFE should be omitted.
- iii. The proposal should contain the copies of references and other documents as specified in the RFE.

9. RFE PROCESSING /EMD/BID SECURITY

RFE processing fees or EMD is Nil, But the agencies must submit the Bid Security declaration as per the form provided in the name of The Chief Executive Officer, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003 on online mode only.

10. CONDITIONS UNDER WHICH THIS RFE IS ISSUED

- i) This RFE is not an offer and is issued with no commitment. MyGov reserves the right to withdraw the RFE and change or vary any part thereof at any stage. MyGov also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- ii) MyGov reserves the right to withdraw this RFE if MyGov determines that such action is in the best interest of the organization.
- iii) Short-listed bidders would be issued formal letter for empanelment and would be eligible for participating in Request for Quotation inviting their commercial

bids later stage if deemed required by MyGov.

- iv) Timing and sequence of events resulting from this RFE shall ultimately be determined by MyGov.
- v) No oral conversations or agreements with any official, agent, or employee of MyGov shall affect or modify any terms of this RFE and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of MyGov shall be superseded by the definitive agreement that results from this RFE process. Oral communications by MyGov to bidders shall not be considered binding on MyGov, nor shall any written materials provide by any person other than MyGov.
- vi) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MyGov or any of their respective officials, agents, or employees arising out of, or relating to this RFE or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- vii) Applicants who are found to canvass, influence, or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- viii) Each applicant shall submit only one Pre-qualification proposal and technical qualification proposal as mentioned in this RFE

11. RIGHTS TO THE CONTENT OF THE PROPOSAL

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the Pre-Qualification proposal will become the property of MyGov and will not be returned after opening of the pre-qualification proposals. MyGov is not restricted in its rights to use or disclose any or all the information contained in the proposal and can do so without compensation to the bidders. MyGov shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

12. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFE, including all forms, schedules, and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

13. CONSORTIUMS

Bidder should be an individual organization. Consortium shall not be allowed.

14. LANGUAGE OF PROPOSALS

The proposal and all correspondence and documents shall be written in English.

15. APPLICABLE LAW

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The selected Agencies should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed

by various regulatory, statutory and Government authorities. MyGov reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Agencies. MyGov reserves the right to ascertain information from other institutions to which the Agencies have rendered their services for execution of similar programmes.

16. CONFLICT OF INTEREST

The selected Agencies shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to MyGov all actual and potential conflicts of interest that exist, arise, or may arise while performing the services after it becomes aware of that conflict.

17. AGENCY'S OBLIGATIONS

- i) The Agency is obliged to work closely with the MyGov "s staff, act within its own authority and abide by directives issued by the MyGov.
- ii) The Agency will abide by the job safety measures prevalent in India and will free the MyGov from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the MyGov responsible or obligated.
- iii) The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- iv) The Agency will treat as confidential all data and information about the MyGov, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the MyGov.

18. INTELLECTUAL PROPERTY RIGHTS (IPR)

MyGov shall remain the owner of all data and information conceptualized, created, and implemented by the agency under this RFE. All intellectual property rights in the content whether in tangible or intangible form shall belong to MyGov and the agency has no right to assign, license, sell, or use any data, details, contents, and information conceptualized, created, and implemented under this RFE and / or accompanying Master Service Agreement to any third party under any circumstances. All information, data conceptualized, created, and implemented by the agency whether in tangible or intangible form shall bear relevant copyright notices in the name of MyGov. The agency shall take all such appropriate legal actions to safeguard violation of MyGov's intellectual property rights, if any.

19. FORCE MAJEURE

For the purposes of this engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse

weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- Any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Engagement and avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

PART IV: ANNEXURE – FORMATS FOR PROPOSAL SUBMISSION

ANNEXURE 1 - COVERING LETTER

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

To

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

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

Dear Sir,

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

Primary & Secondary contact for our company are as follows:

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

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 Proposal process communication in case such a change of information is not communicated and confirmed with MyGov on time.

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

We have enclosed the Bid Security Declaration as per the RFE conditions and we understand that it is liable to be forfeited/evoked in accordance with the provisions of RFE documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to MyGov, are true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled MyGov in its evaluation process.

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

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

Yours sincerely,

On behalf of [bidder's name]

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

Name of Firm:

Address:

Seal/Stamp of bidder: Place:

Date:

ANNEXURE 2 - FORMAT FOR PRE-QUALIFICATION CRITERIA

Pre-Qualification Bid Covering Letter

<Location, Date>

To

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

Subject: Submission of the pre-qualification bid for RFE number <...> for selection of game solution development agency for MyGov

Dear Sir,

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

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

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

"Please put the Eligibility/Pre-qualification table given in this RFE and its compliance inline to the RFE requirement."

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

Yours sincerely, (Authorized Signatory)

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

ANNEXURE 3 - FORMAT FOR PROJECT EXPERIENCE

Project Title: <i>(Attach separate sheet for each project)</i>	
Name and type (Government / Private) client:	
Name of Game/Project:	
Concept -Story of the Game/Genre/Theme	
Game designed for which category of users?	
Current Status	
Total Value of the project /Game without GST	
Development Cost	
Development Team size	
Technology Platform used	
Deployment Details (Server, Hardware, infra, other resource used for deployment)	
AMC change if applicable	
Other Cost if any	
Address:	Referrals (Client side): Name: Designation: Role in the project: Contact number: Email Id:
Start Date (month / year): End Date (month / year):	
Narrative description of Game/Project with value driven outcome: (in not more than 500 words)	
Description of actual services provided under this assignment: (in not more than 200 words)	
Outcomes of the project and value addition done by the	

Note: Pls add separate table for each project.

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

ANNEXURE 4 - FORMAT FOR BID SECURITY DECLARATION

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

RFE Number:

To,

The Chief Executive Officer, MyGov, 3rd Floor, CGO Complex,

Lodhi Road, New Delhi-110003

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

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

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

Signature _____

Name of the Bidder _____

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

Bidder _____

Date

Signed _____ day of _____

Note:

Scan copy to be submitted in CPP portal

ANNEXURE 5 - FORMAT FOR NON-BLACKLISTING SELF DECLARATION

<<On Bidder's Letter head>>

To,
Chief Executive Officer MyGov
Ministry of Electronics and Information Technology
CGO Complex, Lodhi Road, New Delhi 110003

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

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

Signature: (Authorized Signatory)

Name:

Designation:

Address:

Seal:

Date:

ANNEXURE 6 - FORMAT FOR HR DECLARATION

(Endorsed by Authorized Signatory)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) is having a total of employees (nos.....) on its own payroll on the day of (insert date).

Number of web game developer:

Number of mobile game developer:

Number of QA cum tester:

Name:

Designation:

Date

Seal

ANNEXURE 7 - FINANCIAL DETAILS OF THE ORGANIZATION

Financial Information			
	FY 2019-2020	FY 2020-2021	FY 2021-2022
i) Revenue (in INR crores)			
ii) Revenue from Gaming Application Development, Implementation (in INR crores)			
iii) Revenue from Gaming Application Maintenance (AMC) and O&M (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents:			
a. Auditor Certified financial statements for the Last three financial years; (Please include only the sections on P&L, revenue, and the assets, not the entire balance sheet.)			
b. Certification by the company auditors supporting the revenue break-up for Gaming Application Development Services			

Authorized Signatory

Name:

Designation:

Date

Seal

ANNEXURE 8 - FORMAT FOR BANK GUARANTEE

To,

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

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

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

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

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

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

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

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

Notwithstanding anything contained herein:

- i) Our liability under this bank guarantee shall not exceed INR _____ (Rupees _____).
- ii) This bank guarantee shall be valid up to _____ period.

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

(Authorized Signatory of the Bank)Seal:

Date:

ANNEXURE 9 – FORMAT FOR NON-DISCLOSURE AGREEMENT FORMAT

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

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

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

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

1. Definitions. As used herein:
 - a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/ users/ persons/ customers data, products and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer lists, trade secrets, trade names or proposed trade names, methods and, licensed document know-how, ideas, concepts, and other intellectual property relating to the disclosing party's data, computer database, products and/ or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/ users/ persons/ customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
 - b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of the Department.
 - c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of the Company, including its applicable affiliates and subsidiary companies.
2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
 - a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein
 - b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients
 - c. Not to make or retain a copy of any citizen/ users/ persons/ customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so
 - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any partial and all complete Confidential Information disclosed in oral/ printed form or other permanent records, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party, therefore.

- f. Not to discuss with any member of 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 the Company of the Company's obligations contained in this Agreement. In addition, Company shall indemnify the Department of the actual and liquidated damages which may be demanded by the 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 the Company.
6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/ or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes outlined in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/ or third party without prior written approval of the disclosing party.
7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to MyGov, MyGov
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b. The place of arbitration shall be the New Delhi
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in the English language.
 - e. The arbitration proceedings shall be completed within 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 understandings 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 have first written above.

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

The successful agencies must sign and submit this NDA to MyGov

-----End of Document-----