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GOV
मेरी सरकार

Request for Empanelment (RFE) for Selection of Influencer Marketing Agencies for Empanelment with MyGov



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1. 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 the 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. Such change will be made accessible to all the Agencies through the website of MyGov (www.mygov.in). Any information contained in this RFE document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by MyGov.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.

2. Fact Sheet

#	Particulars	Details
1.	Assignment Title	Request for Empanelment (RFE) for Selection of Influencer Marketing Agencies for Empanelment with MyGov, Ministry of Electronics & IT (MeitY), GoI
2.	Purchaser	MyGov, Ministry of Electronics & IT (MeitY), GoI
3.	Location	New Delhi
4.	Process of Empanelment	<p>The process of empanelment of successful Bidder(s) would be as follows:</p> <ul style="list-style-type: none"> i) Issue of RFE ii) Pre-Bid Meeting/ Clarification /Corrigendum (if any) iii) Submission of Bids in the CPP portal, for empanelment as per the Pre-Qualification criteria mentioned in this RFE document. iv) Evaluation of Pre-qualification Bids v) Technical Bid Evaluation of the Pre-Qualified bidders, which includes technical presentations vi) The Agencies securing 70% or more marks in technical evaluation will be eligible for empanelment. vii) Based on the requirements at a later stage, the specific ToR/RFP/RFQ will be issued to empanelled Agencies
5.	Bid Security	Agencies must submit the Bid Security Declaration as per the form provided in this RFE addressed to The Chief Executive Officer, MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003
6.	Performance Bank Guarantee	PBG will be obtained from the successful empanelled Agencies as specified in the RFE
7.	RFE Availability	To be published at https://www.mygov.in/mygov-tenders/

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#	Particulars	Details
		& CPP Portal (https://eprocure.gov.in/eprocure/app)
8.	Date of publication of the RFE document	07/03/2023
9.	Pre-bid Meeting	15/03/2023 at 12:00 Hrs. MyGov,3rd Floor, Electronics Niketan, Lodhi Road, New Delhi-110003. VC link: https://teams.microsoft.com/join/19%3ameeting_NmJINzA4OWEtNTkxZS00YmJLW11NDEtZDhhMzQ2ZTcwYjA4%40thread.v2/0?context=%7b%22id%22%3a%2236da45f1-dd2c-4d1f-af13-5abe46b99921%22%2c%22oid%22%3a%225d684329-e735-4987-94c7-a40ac7aff480%22%7d
10.	Last date of submission of queries	15/03/2023 by 18:00 Hrs Interested bidders may share their queries over email to tender@mygov.in as per the format specified in this RFE with the subject as "Pre-Bid queries for Request for Empanelment (RFE) for Selection of Influencer Marketing Agencies for Empanelment with MyGov - Tender No7(6)/2023/InCEP/MyGov2.0"
11.	Last date of submission of bid/proposals	27/03/2023 at 17:00 Hrs.
12.	Opening of Pre-Qualification cum Eligibility proposal	28/03/2023 at 17:00 Hrs.
13.	Opening of Technical qualification proposal	To be informed later
14.	Language of bid/proposal	The bid should be submitted in English only
15.	Issue of Empanelment Letters	To be decided later
16.	Address for Communication	"The Chief Executive Officer", MyGov, 3rd Floor, Electronics Niketan, Lodhi Road, New Delhi 110003

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#	Particulars	Details
		Phone: 011 - 24301812 e-mail: tender@mygov.in

Note:

- i. MyGov reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on MyGov's website.
- ii. This RFE document is not transferable.
- iii. If a holiday is declared on the dates mentioned above, the bids shall be received/opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- iv. Pre-bid clarification format

S. No.	RFE document reference(s) [Section, clause, and page number(s)]	Content of RFE requiring clarification(s)	Points of clarification
1			
2			

3. Introduction

MyGov is part of Digital India Corporation, a Section 8 company under the Ministry of Electronics and IT, Government of India. MyGov has been established as the 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 around 3 crore registered users. Almost all Government Departments leverages MyGov platform for their citizen engagement activities, and consultations for policy formulation, dissemination of information to citizens regarding 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 the internet, mobile app, IVRS, SMS, and outbound dialling (OBD) technologies.

MyGov has also launched State instances in 21 States/UTs, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh,

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Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Jammu & Kashmir, Karnataka, Gujarat, Dadra & Nagar Haveli, Daman & Diu, Mizoram, and Rajasthan.

In the last 8 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 the citizens interact.

MyGov proposes to empanel various Social Media Marketing Agencies handling Influencer Marketing or specialized Influencer Marketing Agencies to support MyGov to achieve the project objective of reaching each corner of the States/UTs in the country.

3.1 Invitation for Empanelment

MyGov invites Proposals (the "Proposals/Bids") for the empanelment of various Agencies (Social Media Marketing Agencies handling Influencer Marketing or specialized Influencer Marketing Agencies) as per the scope given in this RFE document. The Agencies / Applicants desirous of taking up the projects under this empanelment are invited to submit their Proposal / Bid in response to this RFE. The Agencies / Applicants should have the necessary experience, capability, and expertise to perform, as per the terms and conditions defined in this RFE.

The RFE is not an offer by MyGov, but an invitation to receive responses from potential Agencies. No contractual obligation whatsoever shall arise from the RFE process unless and until a formal contract is signed and executed by a duly authorized official(s) of MyGov with the Successful Agencies.

3.2 Objective

To reach out to a wider targeted population and enhance citizen engagement to a higher level, MyGov proposes to empanel Social Media Marketing Agencies handling Influencer Marketing or specialized Influencer Marketing Agencies to onboard in and effectively manage a wide cross-section of influencers.

The Agency will be required to provide services at every stage of the influencer marketing campaign - from discovering the right mix of influencers based on the campaign objectives, through influencer management, assisting with content creation and media planning & execution, to analyzing and reporting on a campaign's success.

4. Scope of Work

The scope of work for the empaneled Agencies will include, but not be limited to, following:

- i) Understanding the Campaign Brief, Target Audience & Markets as well as the timelines for deliverables.
- ii) Preparing a detailed Campaign Plan, Execution Strategy and Execution of Promotion using Influencers including the following but not limited to:
 - a) Selection Criteria for the Influencers in accordance with the requirement of MyGov. Criteria must include qualitative & quantitative parameters to assess relevancy of an Influencer to reach target market and audience.

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- b) List of Influencers matching the Selection Criteria
 - c) Selection of target market and audience as per the campaign objectives
 - d) Social Media Platforms to be used for the Campaign
 - e) Estimated – Reach, Cost per Acquisition (CPA), and Return on Investment (ROI) for the Campaign
 - f) Content Creation/Production for the Influencer marketing Campaign.
 - g) Manage Influencers' content amplification
 - h) Influencer marketing management tool
 - i) Execution of timelines and budget estimation
 - j) Finalizing legal contract (short term/long term) between Agency & Influencer
 - k) Manage Co-ordination between MyGov and Influencer for content creation and execution as per campaign requirements
 - l) Ensuring content is not deleted before the agreed duration as per the contract.
- iii) Post Campaign Analysis Report as per the requirement of MyGov that will include, but not limited to, following
- a) Agency to coordinate with MyGov for reporting format to be submitted post-completion of the campaign.
 - b) Reach/Conversion through each selected influencer with Analytics on the demography/geography of the audience reached.
 - c) CPA and ROI for each influencer (in consultation with MyGov analytics team)
- iv) Agency to identify the right mix of influencers from activists and socialites to industry thought leaders, trendsetters, educators, coaches, to entertainers for each campaign.
- v) Agency to tie-up with different Influencer segments viz, Mega influencer (10 Lakh+ followers), Macro influencer (1 Lakh to 10 Lakh followers), Micro-influencers (10K to 1 Lakh followers) and Nano influencers (1K to 10K followers) as per campaign requirements.

5. Instructions to Bidders

5.1 Submission of Proposal

The Agencies should consider all amendments and clarifications to this RFE document that may have been published by MyGov before submitting their Proposals. The Proposal is to be submitted as per the terms mentioned in this RFE.

The contents of the proposal should be as under:

#	Document Name	Contents
1	Bid Security Declaration	Scan copy of Bid Security Declaration to be uploaded on CPP Portal as per the format given in this RFE
2	Pre-qualification and Technical Proposal	Pre-Qualification and Technical Proposal as per the requirement of this RFE is to be uploaded on CPP Portal

- i) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any material deficiency in the documentation may result in the rejection of the proposal.
- ii) Each of the pages of the proposal must be signed by Authorized Signatory.
- iii) The proposals are to be submitted electronically on CPP Portal on or before the last date and time of proposal submission as per the schedule mentioned in this RFE. Proposals received in any other form will not be accepted and may lead to rejection.
- iv) The instructions given below are meant to assist the Agencies in the preparation of their proposals in accordance with the requirements of this RFE and in 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. Please check the documents and upload them carefully. If any error i.e., the file is found to be corrupted, not readable, etc., the proposal will be rejected. MyGov, in no case, will be liable for the same.
- vi) The RFE and corrigendum thereof should be read in entirety before submitting proposal, so that proposal submission captures all required documents in line with the given formats.

5.2 Instructions for e-Tendering

The bidding process for this RFP will be completed online through Central Public Procurement portal (<https://eprocure.gov.in>).

The RFP document can be downloaded free of cost from the CPP portal.

The bidder must register with his/her Digital Signature Certificate (DSC) in the CPP Portal and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the CPP Portal using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on e-Procurement portal, the bidder must ensure that he/she should possess Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India.

The Bidders must upload all the required documents electronically in the PDF format except for the financial bid which will be electronically uploaded on the on CPP portal in XLS format only.

Download of RFP Document

The RFP Document can be downloaded from the CPP portal: <https://eprocure.gov.in>. Further, it will be the Bidders responsibility to check for updated information on the above portal.

Assistance to Bidder regarding CPP Portal

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. [Phone number: 0120- 4001-002 or 0120-4001-005 or 0120-6277-787 And Email: support-eproc@nic.in.

5.3 Pre-Qualification Criteria

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

#	Criteria	Documentary Proof to be submitted by the bidder as evidence of the criteria
1.	<ul style="list-style-type: none">i) Should be a company registered under the provisions of proprietorship firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008, or an organization registered under the Society Act.ii) Registered with the Income Tax Authoritiesiii) Registered with GST Networkiv) Should have been operating for the last 3 years.	<ul style="list-style-type: none">i) Certificate of Incorporation (as per RFE)ii) Copy of PAN Cardiii) Copy of GST registration certificateiv) Letter from Company Secretary/Authorized Signatory/ Statutory Auditor for being in operation for the last 3 years from the date of publication of this RFE.
2.	The Agency must have a registered office in India and presence in at least two cities	Declaration on the letterhead with relevant supporting documents (such as copy of GST registration, and lease agreement)

#	Criteria	Documentary Proof to be submitted by the bidder as evidence of the criteria
3.	The Agency should have an average annual turnover of INR 50 lakhs, in the last three audited financial years.	A certificate duly certified by the statutory auditor / Chartered Account of the bidder mentioning the average annual turnover for last three audited financial years.
4.	The Agency must have handled at least three national level social media marketing campaigns involving influencers having a work order value of minimum Rs.10 Lakhs in the last 3 years from the date of publishing of this RFE	<ul style="list-style-type: none"> i) Details of the assignments as per Annexure-5 of this RFE, along with the following documents: ii) Copy of work order/Agreement/Contract iii) Certificate of project completion issued by the Client.
5.	The Agency must have minimum of 15 professional manpower having relevant experience in managing social media campaign with influencers.	HR Certificate on bidder's letter head as per Annexure-9 of this RFE
6.	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 Annexure-8 given in this RFE)

Note: If the bidder is a Micro or Small Enterprise/Start-up as per latest definitions under MSME/ Department of Industrial Policy & Promotion (DIPP) rules, the bidder shall be exempted from the requirements 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, as applicable to prove his eligibility for exemption must be submitted for evaluation.

The bidders meeting the above criteria will be taken forward to the next stage of evaluation i.e., technical evaluation. If the documents are found to match with the format, the bidders will be eligible for technical evaluation. All the supporting documents/ documentary evidence must be attached as per specifications given in this RFE document.

5.4 Technical Evaluation Criteria

Technical proposals will be evaluated by an Evaluation Committee. The Evaluation Committee would also undertake a discussion / presentation with the Agencies on the understanding of the assignment, similar projects undertaken, proposed Approach & Methodology to be adopted, time frame for implementation of activities in MyGov, proposed team, innovative & out of the box strategies, ideas, and technical capabilities.

MyGov will inform the date, time, and venue of the discussion/presentation to the Agencies. Based on the details submitted by the Agencies in the Technical Proposal (as per the format given in this RFE document) and the Discussion / Presentation with the Evaluation Committee

at MyGov, the Technical Evaluation of the eligible Agencies will be carried out as furnished below:

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
1	Average annual turnover in last 3 audited financial years	<p>Average Annual Turnover:</p> <p>i. 50 lakhs to 1 Crore INR: 10 Marks</p> <p>ii. Above 1 Crore to 3 Crore INR: 15 Marks</p> <p>iii. Above 3 Crore INR: 20 Marks</p>	A certificate duly certified by the statutory auditor of the bidder mentioning the average annual turnover for the last 3 audited financial years	20
2	Experience of the Agency in completing at least 1 project in influencer marketing (preferably Govt/PSU/Corporates) with order value of Rs 15 Lakhs or more for each project in the last 3 years from the date of publishing of this RFE	<p>Work Order Value (Rs 15 Lakhs or More):</p> <p>i. Above 1 Projects- 10 Marks</p> <p>ii. 2 to 3 Projects - 15 Marks</p> <p>iii. 4 or more Projects- 20 Marks</p>	<p>Details of the assignments as per Annexure-5 of this RFE, along with the following documents:</p> <p>i. Copy of work order/Agreement/ Contract</p> <p>ii. Certificate of project completion issued by Client.</p>	20
3	<p>The Agency should have the following category of Influencers</p> <p>i. Mega - Minimum 1 influencer</p> <p>ii. Macro - Minimum 2 influencers</p> <p>iii. Micro - Minimum 10 influencers</p> <p>iv. Nano - Minimum 25 influencers</p>	<p>i. Agency with Influencers in 4 categories - 15 Marks</p> <p>ii. Agency with Influencers in 3 categories - 13 Marks</p> <p>iii. Agency with Influencers in 2 categories - 5 Marks</p> <p>iv. Agency with Influencers in 1 category - 2 Marks</p>	<p>i. Self-declaration with supporting tie-up documents with Influencers in different categories or contract copies with Influencers.</p> <p>ii. Document from the client certifying the Influencer for the campaign.</p>	15

#	Technical Evaluation Criteria	Evaluation Parameter	Document Required	Max Marks
4	The Agency should have adequate professional manpower having relevant experience in managing media campaigns with influencer as well as on social media	Manpower strength on roll i. 15 Manpower: 5 Marks ii. 16 to 30 Manpower: 7 Marks iii. Above 30 Manpower: 10 Marks	An undertaking from the HR head of bidder as per Annexure 9 of RFE.	10
5	The presentation should cover the following i. Bidder's Profile ii. Team members with experience iii. List of Clients iv. List of Influencers in all categories v. Influencers in different sector like lifestyle, travel, food vi. Coverage in State/UTs vii. Campaigns executed with Influencers viii. Outcomes of the Campaigns ix. Appreciation letter from any organization x. Awards received if any xi. Learnings from past Influencers-based Campaigns	Will be evaluated based on quality of presentation	A copy of Presentation is to be submitted along with proposal	35
Total Score				100

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

5.5 Allocation of Work

- i) The empanelment shall be initially for 3 years from the date of accepting the terms and conditions by the empanelled Agencies and signing of an agreement with MyGov and may be further extended based on periodic reviews and performance assessment during the duration of empanelment at the same terms and conditions.
- ii) MyGov shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
- iii) MyGov will give a brief ToR/RFP/RFQ based on the nature of work and invite Proposals/Concepts/Creativity/Scripts from the empanelled Agencies for specific work.

- iv) This RFE document covers a broad scope of work for each category. The exact scope of work, deliverables, timelines, service level, payment terms, etc., would be as per specific ToR/RFP/RFQ issued for every work.
- v) MyGov reserves the right to award the work to any of the empanelled Agencies based on the merit of their proposals in response to specific ToR/RFP/RFQ, which will be issued by MyGov for every work
- vi) The selected Agency shall not assign the project to any other Agency, in whole or in part, to perform its obligation under the agreement.
- vii) Mere empanelment with MyGov does not guarantee the allocation of work.
- viii) All terms & conditions of empanelment will be applicable and binding on successful empanelment Agencies executing any work resulting based on empanelment unless stated otherwise in subsequent ToR/RFP/RFQ
- ix) MyGov may at its discretion allocate work to more than one Agency at a time depending on the quantum, nature, and criticality of the work.

5.6 Bid Security Declaration

Bidders are required to submit Bid Security Declaration with their proposal as per Annexure 7 provided in this RFE.

5.7 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 for empanelment from Scheduled Commercial Bank in India towards the 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 for 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 the 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 Agency(ies). In case, the empanelment is extended for any reason, the PBG needs to be extended accordingly by the empanelled Agency(ies) keeping the validity up to 60 days, beyond the extended empanelment period. The format for Performance Guarantee is provided in this RFE document as Annexure 2.

6. General Terms and Conditions of Agreement

The following are general terms and conditions to be adhered by each empanelled Agency, unless stated otherwise in subsequent TOR/RFP/RFQ.

6.1 Sub-contracts

Neither the contract nor any rights granted under the contract with MyGov can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Agencies without the any written consent of MyGov. Any such sale, lease, assignment, or otherwise transfer shall be void and be of no effect. The selected Agencies shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Agencies under the contract. Formation of a consortium

or association of Agencies and engaging sub-consultants is not allowed and such proposals will be disqualified at the evaluation stage itself.

6.2 Relationship

- i) Nothing mentioned herein shall be construed as a relationship of master and servant or principal and agent as between the "MyGov" and the "applicant". No partnership shall be constituted between MyGov and the applicant by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
- ii) Neither party shall use the other party's name or any service or proprietary name, mark, or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

6.3 Right to rejection and right to annulment

MyGov reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

6.4 No obligation

Empanelment with MyGov does not guarantee that any or all applicants shall be awarded any project/assignment because of this empanelment.

6.5 Confidentiality

Information relating to the evaluation of applications and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.

6.6 Governing Language

All documents relating to the agreement shall be written in the English Language.

6.7 Arbitration

Without prejudice to the right of MyGov to terminate the RFE/Contract and pursue other remedies under RFE/Contract, if a dispute, controversy, or claim arises out of or relates to the contract, or breach, termination, or invalidity thereof, and if such dispute, controversy, or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of MyGov and the Agency. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Delhi.

The Arbitration shall be held in accordance with the Arbitration and Conciliation Act of 1996. The arbitration award shall be final, conclusive, and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. 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 decision of the Arbitrator shall be final and binding upon the Parties.

6.8 Frequency of Empanelment

MyGov shall empanel Agencies initially for 3 years and the empanelment duration may be extended at the sole discretion of MyGov on the same terms & conditions.

6.9 Advertising, Promotion, and Publicity

The advertisement and marketing material used by the Agencies shall be in accordance with the guidelines laid down by the Ministry of Consumer Affairs, Government of India from time to time-related to influencers.

Any publicity by the Agency in which the name and logo of MyGov are to be used should be done only with the explicit prior written permission of MyGov. Agency should ensure that any content/information/production item created on behalf of MyGov should not be used in any public domain/communication or any kind of personal use by any influencers or Agency/person. In case of any violation, clause mentioned in RFE in section Fraud and Corruption will be applicable.

6.10 Indemnity

The Agency will indemnify MyGov against any misuse of the MyGov Name. For any misuse, the Agency themselves will be held responsible. MyGov will take necessary legal and other actions for such cases. MyGov will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the Agency.

The Agency undertakes to indemnify, and hold harmless the MyGov 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 favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this empanelment.

6.11 Termination / Withdrawal

Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one-month advance notice in writing to the other party

MyGov reserves the right to withdraw/ terminate empanelment of the Agency in any of the following circumstances:

- i) Agency becomes insolvent, or bankrupt, resolution is passed for the winding up of the applicant's organization
- ii) Information provided to MyGov is found to be incorrect
- iii) Empanelment conditions are not met within the specified time
- iv) Misleading claims about the empanelment status are made
- v) Clear evidence is received that empanelled Agency has breached copyright laws/ plagiarised from another source.

If the Agency does not execute the contract to the satisfaction of MyGov then MyGov may invoke any or all the following clauses.

- i) Forfeit the Performance Guarantee Amount
- ii) Terminate the contract without any liability of MyGov towards the empanelled Agency.

6.12 Amendment

At any time prior to deadline for submission of applications, MyGov may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all applicants.

6.13 Binding Clause

All decisions taken by the MyGov regarding this contract shall be final and binding on all concerned parties

6.14 Notices and other Communications

If a notice must be sent to either of the Parties following the signing of the contract, it must be in writing and shall be sent personally or by certified or registered post with acknowledgment due or courier or email duly transmitted, facsimile/ fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on the business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address, and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.15 Written Notice of change in name, form, or control of either

The Agency shall provide MyGov with prompt 30 days prior written notice of any proposed change in the organisation name, ownership, or form of organization. The Agency shall also provide MyGov with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement promptly.

6.16 Indemnification & Limitation of Liability

- i) The Agency (the "Indemnifying Party") shall undertake to indemnify 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 wilful default in performance or non-performance under this Agreement.
- ii) 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.

- iii) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - a) Indemnified Party's misuse or modification of the Service.
 - b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party.
 - c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by the Indemnifying Party.
- iv) 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, the Indemnifying Party shall at its expense and option either:
 - a) Procure the right for Indemnified Party to continue using it
 - b) Replace it with a non-infringing equivalent
 - c) Modify it to make it non-infringing.
 - d) The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- v) The indemnities set out above, shall be subject to the following conditions:
 - a) 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.
 - b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence 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 Défense.
 - c) If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence 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.
 - d) 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.
 - e) All settlements of claims subject to indemnification under this Clause will:
 - 1) be entered into only with the consent of the Indemnified Party, whose 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
 - 2) include any appropriate confidentiality agreement prohibiting disclosure of the

terms of such settlement.

- 3) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages, and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
 - 4) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
 - 5) if 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 defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - 6) if a Party makes a claim under the indemnity set out above in respect of any 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).
- vi) 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.
- vii) 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.

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.

6.17 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. The selected Agencies should adhere to all the applications for celebrities, influencers and virtual media influencers on social media platforms issued by the department of Consumers Affairs. In case of violation, the penalty prescribed for misleading advertisements under the consumer protection Act 2019 will be applicable. MyGov reserves the right to ascertain information from other institutions to which the Agencies have rendered their services for the execution of similar programs.

6.18 Survival

Any provision of the Contract/ this RFE (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFE is valid, subsisting and in full force and effect. In the event of the Termination of the Agreement (with the empanelled Agencies) in whole or in part, the Clauses titled "Compensation", "Rights in Intellectual Property and Material", "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors, and assigns.

6.19 Severability

Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

6.20 Fraud and Corruption

MyGov requires that the Agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

MyGov will reject the application for empanelment, if the Agency recommended for empanelment has been determined by MyGov to have been engaged in corrupt, Fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- i) "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 empanelment.
- ii) "Fraudulent practice" means a misrepresentation of facts, to influence a procurement process or the execution of a contract, to MyGov, and includes collusive practice among Agencies (before 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.
- iii) "Unfair trade practices" means the supply of services different from what is ordered or change in the Scope of Work which was agreed to.
- iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- v) "Collusive practices" means a scheme or arrangement between two or more Agencies with or without the knowledge of MyGov, designed to establish prices at artificial, non-competitive levels.

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

6.21 Conflict of Interest

The selected Agencies shall strictly avoid conflicts with other assignments/jobs or their 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.

6.22 Agency's Obligations

- i) The Agency is obliged to work closely with MyGov's staff, act within its authority and abide by directives issued by MyGov.
- ii) The Agency will abide by the job safety measures prevalent in India and will free 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 MyGov responsible or obligated.
- iii) The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanour.
- iv) The Agency will treat as confidential all data and information about 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 MyGov.

6.23 Force Majeure

For this engagement, "Force Majeure" means an event that 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 actions (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:

- i) 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
- ii) Any event which a diligent Party could reasonably have been expected to consider at the time of the conclusion of this Engagement and avoid or overcome in carrying out its obligations hereunder.
- iii) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

7. Annexures and Formats for Proposal Submission

Annexure 1 - Covering Letter

(To be submitted on the letterhead of the bidder)

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

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 Request for Empanelment (RFE) for Selection of Influencer Marketing Agencies for Empanelment 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		

For offering services under this RFE we are

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

We are responsible for communicating with 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 in accordance with the provisions of RFE documents.

We confirm that the 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 results in unduly favours 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 are 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 Performance 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 the empanelment of an Influencer Marketing Agency 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 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 by 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 contracts 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 a 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 3 - Format for Pre-Qualification Criteria

Pre-Qualification Bid Covering Letter

<Location, Date>

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

Subject: Submission of the pre-qualification bid for Selection of Influencer Marketing Agencies for Empanelment with MyGov

Dear Sir,

The undersigned, on behalf of [give the name of firm], offers to provide the services by 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 for the empanelment applied for.

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

Yours sincerely,

(Authorized Signatory)

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

Annexure 4 - Format for Technical Bids

Technical Bid Covering Letter

<Location, Date>

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

Subject: Submission of the Technical bid for Selection of Agencies for empanelment with MyGov for Influencer Marketing Agency.

Dear Sir,

The undersigned, on behalf of [give the name of firm], offers to provide the services for influencer marketing by your RFE dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

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

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

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

Please put the Technical-qualification table given in this RFE and its compliance in line with the RFE document.

Yours sincerely,

(Authorized Signatory)

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

Annexure 5 - Format for Project Experience

Project Title: <i>(Attach separate sheet for each project)</i>	
Name and type (Government / Private) of client:	
Name of Project:	
Total Value of the project without GST	
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 the project: (in not more than 500 words)	
Description of actual services provided under this assignment: (in not more than 200 words)	
Relevance of assignment: (in not more than 200 words)	
Outcomes of the project and value addition done	

Yours sincerely,

(Authorized Signatory)

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

Annexure 6 - 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. Concerning 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 by 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 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 the Department or any of the prospective clients of the Department except as necessary, under prior written intimation from the Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so
 - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any partial and all complete Confidential Information disclosed in oral/ printed form or other permanent records, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party, therefore.
 - f. Not to discuss with any member of the public, media, press, any or any other person about the nature of arrangement entered between the Department and Company or the nature of services to be provided by the Company to the Department.
3. Onus – The 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 the 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, the 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 the 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 in 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 - The parties intend 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.

Annexure 7 - Format for Bid Security Declaration

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

RFE Number:

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

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 empanelment, 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 in 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 with authorized signature and official seal.

Annexure 8 - Format for Non-Blacklisting Self Declaration

<<On Bidder's Letterhead>>

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

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

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

Signature:

(Authorized Signatory)

Name:

Designation:

Address:

Seal:

Date:

Annexure 9 - Format for HR on Payroll Self 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 payroll on the day of (insert date) with experience in managing media campaign with influencers.

Name:

Designation:

Date

Seal

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