



**my
GOV**
मेरी सरकार

**Request for Empanelment (RFE)
to Empanel
Event Management, Printing & Video
Creation cum editing Agencies with
MyGov**



MyGov
Ministry of Electronics and Information Technology
(Government of India)
Electronics Niketan, 6, CGO Complex,
Lodhi Road,
New Delhi - 110003

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1. Glossary

RFE	Request for Empanelment
MietY	Ministry of Electronics and IT
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
CEO	Chief Executive Officer
GoI	Government of India
NDA	Non-Disclosure Agreement
BOC	Bureau of Outreach and Communication
PSU	Public Sector Undertakings
NeGD	National E-Governance Division
MoC	Ministry of Culture
CPPP	Central Public Procurement Portal
F&B	Food & Beverages
FY	Financial Year

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 Any information contained in this RFE document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by MyGov.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

3. Fact Sheet

#	Particulars	Details
1.	Assignment Title	Request for Empanelment (RFE) of Agencies 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> <ol style="list-style-type: none"> I. Issuance of RFE II. Clarification /Corrigendum (if any) III. Submission of Bids in CPP portal, separate documents for each Category/Categories for empanelment as per the Pre-Qualification criteria mentioned in this RFE document needs to be submitted by the agency in bundled file. IV. Evaluation of Pre-qualification Bids. V. Technical Bid Evaluation of the Pre-Qualified bidders followed by technical presentations, assigning of technical score. VI. The agencies securing 70 or more marks in technical evaluation will be eligible for empanelment based on the categories they have applied. VII. Based on the requirement at later stage the specific Scope of Work/Proposal/financial Quote will be sought for any award on specific work.
5.	EMD/Bid Security	EMD is Nil, But the 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
7.	RFE Availability	To be published at www. mygov.in & CPP Portal – www.eprocure.gov.in

8.	Date of publication of the RFE document	25/01/2023
9.	Last date of submission of queries	30/01/2023 Agencies to share their queries over mail to tender@mygov.in as per format specified in this RFE with subject as "Clarification queries for Request for Empanelment (RFE) with MyGov Tender No 7(1)/2023/InCEP/MyGov/2.0"
10.	Last date of submission of bid/proposals	10/02/2023 at 18:00 Hrs.
11.	Opening of Pre-Qualification cum Eligibility proposal	To be informed later
12.	Opening of Technical qualification proposal	To be informed later
13.	Language of bid/proposal	The bid should be submitted in English only
14.	Issue of Empanelment Letters	To be decided later
15.	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

Note:

- i. MyGov reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified 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. Clarification format

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

4. Introduction

MyGov is part of Digital India Corporation, a Section 8 company under Ministry of Electronics and IT, Government of India. 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 2.92 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 dialling (OBD) technologies.

MyGov has also launched State instances in 19 States, namely Himachal Pradesh, Haryana, Maharashtra, Madhya Pradesh, Arunachal Pradesh, Assam, Manipur, Tripura, Chhattisgarh, Jharkhand, Nagaland, Uttarakhand, Goa, Tamil Nadu, Uttar Pradesh, Jammu & Kashmir, Karnataka, Dadra & Nagar Haveli, and Gujarat.

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 citizens interact.

MyGov proposes to empanel various agencies as per the categories defined below to support MyGov to achieve the project objectives in timely manner

4.1 Invitation for Empanelment

MyGov invites Proposals (the "Proposals/Bids") for empanelment of various 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 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 the potential Agencies. No contractual obligation whatsoever shall arise from the RFE process unless and until a formal contract is signed and executed by duly authorized official(s) of MyGov with the Successful Agencies.

4.2 Categories of Empanelment

- a) **Category A:** Event Management for MyGov
- b) **Category B:** Printing Services for MyGov
- c) **Category C:** Video Creation, Anchoring, Editing & Voice Over Service for MyGov

Note: Applicant may apply for empanelment in one or more category depending upon relevant similar experiences and compliance to eligibility criteria as mentioned in this RFE document. Category wise, separate documents need to be submitted by the agencies in the CPP portal

1. The applicants are required to submit application (RFE response) for each category separately.
2. Details of services to be provided under each category in the Scope of work of this RFE document are indicative only, the exact execution of work will be done based on the requirement of MyGov.
3. Applicants eligible as per qualifying conditions under each category will be short listed based on the information provided by them. The short-listed agencies will be invited to make a presentation to the Evaluation committee. The notice for shortlisting of agencies for technical presentation will be intimated individually and will be uploaded on the website www.mygov.in and CPP portal
4. Proposals by the agencies must be submitted at the CPP portal as per the details shared in this RFE.
5. MyGov reserves the right to reject any or all the responses to this RFE without assigning any reason. MyGov takes no responsibility for delay, loss, or non-receipt of response to RFE

5. Scope of Work:

MyGov invites proposals for EMPANELMENT from reputed agencies for empanelment with MyGov for event management, Printing activities and Video production with editing services for MyGov under the categories listed below. The below scope of work for each category (but not limited to)

5.1 Category A: Event Management Service for MyGov

The agency would be responsible to manage various events, seminars, conference as per the requirement of the MyGov.

5.1.1 Scope pre-event activities

- i) Conceptualizing, planning of ideas for conducting Events/Shows/Conferences/Exhibitions/Road Shows/ Outreach Programmes for MyGov
- ii) Preparation of detailed blueprint and outcomes of the proposed event and submit to MyGov with contingency plan for events

- iii) Identify and suggest potential mediums/methods for outreach (Offline Media & Online Media)
- iv) Identification of Venue and conduct a detailed analysis (for virtual/ physical/ hybrid mode of events)
- v) Development of required creatives for both online and offline media required for promoting an event
- vi) Manage all PR related activities for the event including organizing Press Meets, preparing the Press Releases, media coverage in renowned newspapers, magazines, journals etc.
- vii) Identifying, Coordinating, and liaising with judges and invitees of the event
- viii) Provide complete event related logistics which includes boarding, lodging, foods, Air, railway, and other ticketing local conveyance etc. as per the approvals received from MyGov
- ix) Guest coordination for virtual, physical & hybrid events
- x) Preparation of Backdrop (Digital/Physical/ Hybrid)
- xi) Coordinating and liaising with various Ministries/departments for successful execution of event.

5.1.2 Scope during event activities:

- i) Online publicity of live events, creation of social media page and uploading of contents in social media platforms such as Facebook, Instagram, you tube etc.
- ii) Setting up of Venue/Stage/Physical desk/Stalls/Pavilions to cater audience, contestants etc. as per events requirement.
- iii) Manage and Execute Print and digital media outreach
- iv) Registration Management – (Online & Onsite)
- v) Manage Online & On-site technical support
- vi) Dedicated 24/7 call center support for event related queries.

- vii) Publicity through banners, unipoles, pamphlets, virtual and physical rallies, road shows, press conferences for event promotion.
- viii) Virtual event platform management including license to online platforms, backend technical support, breakout rooms
- ix) Preparation of one lounge for VVIPs close to the Stage.
- x) The VVIP lounge should be of optimum standard and as per standard requirement of VVIPs. This will be applicable for National and International events.
- xi) Providing, installation, upkeep, and management of adequate portable toilets.
- xii) Create, design, and maintain physical meeting rooms, VVIP lounge, participants lounge.
- xiii) F&B services for guest, dignitaries, judges and liaise for special F&B requirements for VVIPs/VIPs
- xiv) Handle all Logistics such as air tickets, Accommodations, Passes to Venue, transportation to and for, Venue, Visa Processing (for international events) and other activities, as directed by MyGov and required for the successful participation/organizing the Events.
- xv) Media Management at the venue including creation of designated Media zone, media passes, media coverage.
- xvi) Arrange and provide furniture, refreshments, water, etc. at all lounges, temporary offices, and rooms
- xvii) Onsite Security including liaising with local security agencies, hiring of security agency for venue security, protocol management
- xviii) Signage design, printing, entire arrangements / management at the conference venue
- xix) Floral decoration of entire event site to the satisfaction of MyGov
- xx) Arrangements and installations of decorative plants at entire event venue to the satisfaction of MyGov

- xxi) Audio-visual management (arrangements of mike system, face mike and collar mike and spare face mikes, LCD projectors, screens, laptops, audio-video recording of the proceeding along with requisite technical manpower.
- xxii) Providing high speed internet connectivity at the venue through Wi-Fi.
- xxiii) Providing dustbins at the venue at different places. All toilets and dustbins must have Swachh Bharat branding
- xxiv) Power backup and lighting onsite and offsite during the event with technical and generator support in case of power failure
- xxv) Coordinating and liaising with local administration authorities for statutory approvals and permissions
- xxvi) Sanitization of venue, social distancing norms and adequate arrangement of facemask and sanitizers for on-site events

5.1.3 Scope post-event activities:

- i) Submit Post-event report to MyGov
- ii) Coordinating with media houses and newspaper for publication of success stories of events
- iii) Preparation and submission of event analytics reports
- iv) Submission of left-over promotional material if any at MyGov

The above-mentioned scope of work is not exhaustive by any means and will depend based on the requirements of the MyGov and mode (Physical, Virtual or Hybrid) and size of the event.

5.2 Category B: Printing Services for MyGov

- i) The agency would be required to undertake printing services as per the requirement of MyGov.
- ii) The printing and designing jobs broadly include, but not limited to printing of visiting cards, envelopes, letter head, brochures, reports, posters, calendar, dairy, pamphlets, invitation cards, files, folders, paper bags, publicity material etc.

- iii) The agency should have designers in house to design new printing material or modify the existing work.
- iv) The agency should be able to provide a variety of other printing job requests, including but not limited to flex, banners, backdrop, standees, and other publicity materials for events, conferences, exhibition in large or small volumes.
- v) The Agency should have full-fledged unit of for usual design, preparation of artwork, translation in English, Hindi, and other regional languages etc., proof reading, designing, composing & printing etc.
- vi) The agency should have adequate arrangements for packing and dispatching the documents.

5.3 Category C: Video Creation (Production), Anchoring, Editing & Voice-over service for MyGov

- i) The agency would be responsible for working along with MyGov team for finalizing the themes, content and selecting the right approach for the video creation (production) on a various topic, themes as per the requirement of MyGov.
- ii) The agency should have the capability to make conversational vlog style videos, Explainer videos, Testimonial videos, Podcasts, Sizzle videos & reels etc.
- iii) Should have ability to write a creative content on various topics, conceptualise themes to execute and ensure Pre-production, Production and Post-production activities for the same
- iv) Should have the capability to create music and graphics to bring wow factor and to make it appealing
- v) The agency should be able to develop contents and manage the anchoring, voice over activities as deemed appropriate for the video
- vi) The agency should have the capability to edit raw footage, add b-roll, motion graphics, screen captures and deliver professional video, add captions, voiceovers and render in various aspect ratios outputs for different platforms.

- vii) The Agency to ensure that all contents of the video are linguistically and culturally appropriate, to avoid any controversies and should be compliant with prevalent laws of India. Further vocabulary, grammar, punctuation, style should be contextual and appropriate.

6. Details about Empanelment

6.1 Submission of Proposal

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 three covers as mentioned below for each category of empanelment 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 Bid Security Declaration to be uploaded on CPPP and the Original to be submitted in a sealed cover at MyGov office. 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. Agencies may apply for empanelment in one or more category depending upon relevant similar experiences and compliance to eligibility criteria as mentioned in this RFE document for each category. Category wise, separate documents need to be submitted by the agencies in bundled document at the CPP portal
- ii. 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.
- iii. Each of the pages must be signed by Authorized Signatory.
- iv. 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.
- v. Manual proposals submitted by other means will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- vi. 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.

- vii. 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.
- viii. 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.
- ix. 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.
- x. Original Bid Security Declaration is required to be submitted manually at MyGov's office in a sealed cover and a scan copy of Bid Security Declaration needs to be uploaded on CPPP by the agencies. While submitting the original Bid Security Declaration, the Bid Security Declaration should be placed in a sealed cover and Bid Security Declaration envelope be super scribed as "EMD- Bid Security Declaration) FOR RFE No. <..... -MyGov > DATED <.....>"- along with agencies name mentioned on the cover. Original Bid Security Declaration must be submitted on or before the last date of submission at the following address-

To,

The CEO, MyGov

Electronics Niketan,

MeitY, 6, CGO Complex, New Delhi

6.2 Evaluation Process

1. To empanel agencies, the MyGov will constitute an Evaluation Committee to evaluate the proposals submitted for detailed scrutiny.
2. Scrutiny of eligibility criteria for responsiveness to the RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed, qualification criteria fulfilled, and all relevant papers submitted and whether the response to RFE is generally in order.
3. The Evaluation Committee may seek additional information from the applicants, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.
4. The agencies qualifying the pre-qualification criteria will be eligible for technical evaluation based on evaluation criteria mentioned in the RFE document
5. Agencies securing 70 or more marks in technical evaluation will be eligible for empanelment based on the categories they have applied for.
6. Agencies shortlisted for empanelment will be issued an empanelment letter and, the agency must submit its acceptance in written to MyGov.

6.3 Pre-Qualification

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>For Category A, B & C</p> <p>i. 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>ii. 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</p> <p>And Memorandum of Association</p> <p>/ Article of Association/ Certificate for commencement of business is required in case of Public Ltd Co</p>
2.	Tax and GST registration	<p>For Category A, B & C</p> <p>The agency must be registered under Income Tax and GST</p>	<p>Copy of PAN and GST Certificate</p>
3.	Offices	<p>i. For Category A: The Agency must have a Pan India presence in at least 2 cities (Metropolitan City) along with office at Delhi NCR region.</p> <p>ii. For Category B & C: The Agency must have its registered office at Delhi-NCR region</p>	<p>Declaration on the letter head, with Proof of office (certificates like GST/ tax/ lease agreement/ etc.)</p>
4.	Turnover	<p>i. For Category A: The agency should have an average annual turnover of INR 25 Crore, in the last three audited financial years from the date of publication of this RFE.</p> <p>ii. For Category B: The agency should have an average annual turnover of INR 50 Lakhs, in the last three audited financial years from the date of publication of this RFE.</p>	<p>Audited financial statements for the last three financial years (FY 2019-20, FY 2020-21 & FY 2021-22).</p> <p>OR</p> <p>Certificate from the statutory auditor</p>

Sr	Item	Criteria	Documents to be submitted
		iii. For Category C: The agency should have an average annual turnover of INR 20 Lakhs, in the last three audited financial years from the date of publication of this RFE.	
5.	Empanelment/Accreditation	i. For Category A: The agency should be empanelled with Bureau of Outreach and Communication (BOC) or with National E-Governance Division (NeGD) or with Ministry of Culture (MoC) ii. For Category B & C: The agency should be empanelled for similar services or should have worked with any Central/ State Govt. /PSUs / Corporates	For Category, A Letter of Empanelment (Valid) And For Category B & C • Copy of workorder/Agreement/Contract • Certificate of project completion issued by the Client.
6.	Project Experience	<p>Category A:</p> <p>i. The Agency must have successfully completed following</p> <p>a. 3 events (Physical)- with Central - State Govts/PSUs/Corporates of minimum work order value with Rs. 3 crore or more (for each event) in the last 5 years from the date of publish of this RFE</p> <p>b. Minimum 1 Virtual event preferably with Central - State Govts/PSUs/Corporates of work order value of Rs.50 Lakhs or more in the last 3 years from the date of publish of this RFE</p> <hr/> <p>Category B:</p> <p>The Agency must have successfully completed at least 5 printing service work with Central - State Govts/PSUs/Corporates with order value of Rs 5 Lakhs or more for each work in the last 3 years from the date of publish of this RFE</p> <p>Category C:</p>	<p>Details of the assignments as per Annexure-5 of this RFE, along with the following documents:</p> <ul style="list-style-type: none"> • Copy of workorder/Agreement/Contract • Certificate of project completion issued by the Client.

Sr	Item	Criteria	Documents to be submitted
		The Agency must have successfully completed at least 5 work orders Central -State Govts/PSUs/Corporates with order value of Rs 1 Lakhs or more for each work in the last 3 years from the date of publish of this RFE	
7.	Manpower	Category A: The Agency must have minimum 50 professional manpower having relevant experience in organizing indoor/ outdoor/Virtual events involving VVIPs.	HR Certificate on Company Letter Head
		Category B: The Agency must minimum 15 professional manpower having relevant experience in printing and designing segment.	
		Category C: The Agency must minimum 10 professional manpower having relevant experience in video creation and editing	
8.	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

The agencies 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 agencies will be eligible for technical evaluation. All the supporting documents/ documentary evidence must be attached as per specifications given in this RFE document.

6.4 Technical Evaluation

Technical proposals submitted on CPP portal 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 and Methodology to be adopted, time frame for implementation of activities in MyGov and the proposed team, innovative, out of the box strategies, ideas and the technical capabilities and competence of the agency should be clearly reflected in the discussion / presentation.

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

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:

Category A – Event Management Agency for MyGov

#	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)	Average Annual Turnover (T) should be 25 Cr to 50 Cr: 5 marks Above 50 Cr to 75 Cr: 10 marks Above 75 Cr: 15 marks	A certificate duly certified by the statutory auditor of the agency mentioning the average annual turnover for the last 3 Financial Years (FY 2019-20, FY 2020-21 & FY 2021-22).	15
2	Successful execution of large events (Physical) each of value more than INR. 3 Cr. for Central -State Govts/PSUs/Corporates, including VIPs-VVIPs during the past 5 years from the date of publish of this RFE	Number of Events: Above 6 events: 20 marks 4 to 5 events :15 marks 3 events: 10 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. 	20
3	Experience of the agency in successfully executing Virtual Events each of value more than INR. 50 lakhs. for Central - State Govts/PSUs/Corporates, including VIPs-VVIPs during the past 3 years from the date of publish of this RFE	Number of Events: Above 5 events: 15 marks 2 events to 4 events: 10 marks 1 event :5 marks	Details of the assignments as per the format provided in this RFE including: Completion certificates from the Client OR Work order and Self-certificate of completion by the agency.	15
4	The agency should have adequate professional Manpower (M) having relevant experience in organizing	Manpower Strength on roll	An undertaking from the HR head of the agency, certifying the same as per format given in this RFE.	10

	indoor/ outdoor/virtual events with VVIPs.	Above 100 Manpower: 10 marks Above 75 to 100 Manpower :7 marks 50 to 75 Manpower: 5 marks		
5	<p>Presentation should cover following</p> <ul style="list-style-type: none"> a) Understanding of event requirements b) Work plan of Event c) Innovative-Creative Ideas/Solution/Approach for successful execution of event d) Core team structure e) Key learnings from similar past events f) Appreciation Letters g) Awards and Recognition if any 		Presentation	40
Total Score			100	

Category B – Printing Services Agency for MyGov

#	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).	<p>Average Annual Turnover(T)</p> <p>50 Lakhs to 75 Lakhs INR: 10 marks</p> <p>Above75 Lakhs to 100 Lakhs INR: 15 marks</p> <p>Above 100 Lakhs INR: 20 Marks</p>	A certificate duly certified by the statutory auditor of the agency mentioning the average annual turnover for the last 3 Financial Years (FY 2019-20, FY 2020-21 & FY 2021-22)	20

2	Experience of the agency in successfully completing at least 5 printing service work orders with Central -State Govts/PSUs/Corporates with order value with Rs 5 Lakhs or more for each work in the last 3 years from the date of publish this RFE	Work Order Value (5 Lakhs or More): Above 10 Projects: 20 Marks Above 5 to 10 projects: 15 Marks 5 projects: 10 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.	20
3	The agency should have their own printing press, Infrastructure, modern equipment's for Printing within Delhi-NCR region	Self-Declaration with Photograph Proofs: 10 Marks	Self-declaration with supporting photographs of the infrastructure and existence of the press	10
4	The agency should have adequate professional manpower having relevant printing experience	Manpower Strength on roll Above 30 Manpower (with at least 5 Printing Technology executive) :10 Marks Above 20 to 30 Manpower (with at least 3 Printing Technology executive): 7 Marks 15 to 20 Manpower (with at least 2 Printing Technology executive): 5 Marks	An undertaking from the HR head of the agency, certifying the same as per format provided in this RFE.	10
5	Presentation should cover following <ul style="list-style-type: none">a) Company profileb) Team members with experiencec) List of Clientsd) Innovative samples of printing materials (At least 15 that will include but not limited to – Brochure/Booklet		Presentation	40

	(A4 size), Coffee Table Book, Annual Report, Leaflet (A4 & A5 size), Stationary, Stickers, Newsletter, Point-of-Purchase display boards, etc. e) Appreciation letter from any organization f) Printing work Awards if any			
Total Score			100	

Category C – Video Creation, Anchoring and Editing for MyGov

#	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)	Average Annual Turnover(T) 20 Lakhs to 30 Lakhs INR: 10 marks Above 30 Lakhs to 50 Lakhs INR: 15 marks Above 50 Lakhs INR: 20 Marks	A certificate duly certified by the statutory auditor of the agency mentioning the average annual turnover for the last 3 Financial Years (FY 2019-20, FY 2020-21 & FY 2021-22)	20
2	Experience of the agency in successfully completing at least 5 work orders (preferably Govt/PSUs/Corporates) with order value with Rs 1 Lakhs or more for each work in the last 3 years from the date of publish of this RFE	Work Order Value (1 Lakhs or More): Above 8 Projects- 20 Marks 6 to 8 Projects - 15 Marks 5 Projects- 10 Marks	Details of the assignments as per Annexure-5 of this RFE, along with the following documents: • Copy of workorder/Agreement/Contract • Certificate of project completion issued by the Client.	20
3	The agency should have the following but not	All Items: 10 Marks	Self-declaration with supporting	10

	<p>limited to the infrastructure available with them</p> <p>Video camera</p> <p>Tripod</p> <p>Camera lighting</p> <p>Microphone</p> <p>Audio cables</p> <p>Headphones</p> <p>Lenses Wide-angle, ND filter, Macro lens, Versatile kits</p> <p>Moveable kits to be used during traveling</p> <p>Batteries</p> <p>Memory cards</p> <p>Hard drive</p> <p>Mount rig</p> <p>Live streaming monitors</p> <p>Video editing software and capabilities</p> <p>Laptops</p> <p>High-end Mobile Phone</p> <p>Other equipment's/hardware's /software's as deemed required for video shooting and editing</p>		<p>photographs of the infrastructure (each equipment)</p>	
4	<p>The agency should have adequate professional manpower having relevant experience for Video Production and editing domain</p>	<p>Manpower Strength on roll</p> <p>10 Manpower: 5 Marks</p> <p>11 to 20 Manpower: 7 Marks</p> <p>Above 20 Manpower: 10 Marks</p>	<p>An undertaking from the HR head of the agency, certifying the same</p>	10
5	<p>Presentation should cover following</p> <p>Company profile</p>		<p>Presentation</p>	40

Team members with experience			
List of Clients			
Innovative activities undertaken in this field			
Appreciation letter from any organization			
Awards received if any			
Total Score		100	

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

6.5 Allocation of Work

1. The empanelment shall be initially for 3 years from the date of accepting the terms and conditions by the empanelled agencies and signing of 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.
2. MyGov shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
3. The MyGov will give a brief ToR to the agencies based on the nature of work and invite Proposal/Concept/Creativity/Script from the empanelled agencies for specific assignments.
4. MyGov reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials (Ideas, Approach, Innovative Strategies/creativity, and execution plan etc.) and the lowest financial quote for the task.
5. 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/RFP issued for every work:
6. 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.

7. The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
8. Mere empanelment with MyGov does not guarantee allocation of work.
9. 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 RFP/ToR/RFQ
10. MyGov may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature, and criticality of work.

6.6 Earnest Money Deposit

The EMD is Nil. But the eligible agencies are required to submit Bid Security Declaration with their proposal as per the format provided in this RFE.

6.7 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 **Category A, B & C** empanelment 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 empanelled Bidder keeping the validity up to 60 days, beyond the extended empanelment period. The format for Performance Guarantee is provided in this RFE document.

7. General Terms and Conditions of Agreement

The following terms and conditions are of a general nature and are given here only for the information of the applicant.

7.1 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 advance 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 consortium or association of agency and engaging sub consultants is not allowed and such proposals will be disqualified at the evaluation stage itself.

7.2 Relationship

- i) Nothing mentioned herein shall be construed as relationship of master and servant or of 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 parties 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.

7.3 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.

7.4 No obligation

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

7.5 Confidentiality

Information relating to evaluation of application 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.

7.6 Governing Language

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

7.7 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, 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.

7.8 Frequency of Empanelment

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

7.9 Advertising, Promotion and Publicity

The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by MyGov from time to time.

Any publicity by the agency in which the name and logo of MyGov is to be used should be done only with the explicit prior written permission of MyGov.

7.10 Indemnity

The agency will indemnify MyGov against any misuse of MyGov Name. For any misuse the applicant 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 applicant.

The agency undertakes to indemnify, 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.

7.11 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 applicant in any of following circumstances:

- i) Applicant becomes insolvent, 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 the MyGov then the 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.

7.12 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.

7.13 Binding Clause

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

7.14 Notices and other Communication

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 acknowledgement 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 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.

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

The agencies shall provide MyGov with prompt 30 days prior written notice of any proposed change in 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 in a timely manner.

7.16 Limitation of Liability

Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.

The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFE regardless of the form or nature of the action giving rise to such liability (whether in contract, to otherwise), shall be at actuals and limited to the Contracted Value under the applicable statement of work.

MyGov shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third-party software or modules supplied by Agencies as part of procurement under the RFE. It is expressly agreed between the Parties that for any event giving rise to a claim, MyGov shall have the right to make a claim (including claims for indemnification under the procurement in this RFE) against the Bidder

7.17 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. MyGov reserves the right to ascertain information from other institutions to which the Agencies have rendered their services for execution of similar programmes.

7.18 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 selected 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.

7.19 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.

7.20 Fraud and Corruption

MyGov requires that the applicants 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 applicant recommended for empanelment, has been determined by MyGov to having 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 applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive MyGov of the benefits of free and open competition.
- iii) "Unfair trade practices" means supply of services different from what is ordered on 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 applicants with or without the knowledge of the MyGov, designed to establish prices at artificial, non-competitive levels.

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

7.21 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.

7.22 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 misdemeanour.
- 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.

7.23 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.

8. Annexures and 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. <<...>> For Category 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 Agencies for Empanelment of Agencies 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 supplying items/delivering services under this RFE we are

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

We are responsible for communicating to the MyGov in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold MyGov responsible for any non-receipt of 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 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 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 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 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 3 - 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 Selection of Agencies for empanelment with MyGov for Empanelment Category:

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Category: ...] 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 category of 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>

To,

The Chief Executive Officer, MyGov,

3rd Floor, Electronics Niketan, MeitY, New Delhi-110003

Subject: Submission of the Technical- qualification bid for Selection of Agencies for empanelment with MyGov for Empanelment Category:

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Category....] in accordance with 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 inline to the category of empanelment applied for.

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 project: (in not more than 500 words)	
Description of actual services provided under this assignment: (in not more than 200 words)	
Relevance of assignment to the category and type of empanelment: (in not more than 200 words)	
Outcomes of the project and value addition done by the	

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 for _____ effective _____ for _____; AND

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

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

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

- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any partial and all complete Confidential Information disclosed in oral/ printed form or other permanent records, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party, therefore.
 - f. Not to discuss with any member of 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.

Annexure 7 - 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 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 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 and the hard copy Original one to be submitted at MyGov in a sealed envelope "**Bid Security Declaration for - - - (RFE with MyGov) Category-...." Agency Name** before the Last date & time of submission of RFP.

Annexure 8 - 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 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 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 own payroll on the day of (insert date).

Name:

Designation:

Date

Seal

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