

# **Request for Proposal**

**for**

**Selection of Agency for the implementation of AI solution to  
handle citizens' grievances across e-portals and CM helpline  
for Maharashtra**

**Under  
Swiss Challenge Method.**

RFP Ref Number: GAD-मातृसं०६१/२/२०२४-०/०

Date: xx/07/2024

Issued By:

Director,

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## 1. Request for proposal (RFP):

The Government of Maharashtra is seeking an AI Agents Platform proposes innovative AI coach solution on various government portals for significantly increasing digital services adoption while enabling citizens to navigate and leverage services in local language interfaces.

The primary objective of the proposed Information System (AI Coach software) is to facilitate efficient and organized management of digital services provided to the citizens of the State of Maharashtra by the Department of IT under the Right to Services Act. The enhanced Information System shall leverage Generative Artificial Intelligence, combined with digital adoption and robotic process automation technologies, for improving digital services for citizens. Generative AI enabled AI coach shall guide citizens with precise, up-to-date information through digital portals and applications.

Goal: An AI Coach for every citizen – powered by these fundamental technologies to digital transformation with a unified platform for learning, adopting, and automating digital work. To ensure citizens receive reliable and current information regarding government services, policies, and assistance programs. Citizens are able to avail digital services being offered under the Right to Services Act.

### Scope of Work :

1. The generative AI coach to guide the users through the online processes, answer their queries, and generate relevant content in their preferred language and mode of communication.
2. To increase the digital literacy and awareness of citizens about the benefits and opportunities of online services
3. The generative AI coach to educate the users about the various schemes, programs, and policies of the government and how they can avail them online.
4. To build trust and confidence among citizens in using online services and sharing their data securely
5. The generative AI coach to assure the users about the privacy and security of their data and transactions and provide feedback and verification mechanisms to ensure quality and accuracy of online services.
6. **Multilingual & Omni Channel Access:** The AI Agents make information accessible right within citizen facing channels on portals, Whatsapp and voice interfaces in local language. It should supports all major Indian and global languages for powering citizen/customer experiences using conversational AI capabilities. It can also be accessible for employees across business applications like SAP, Oracle, Microsoft and Salesforce and also from collaboration platforms like Microsoft Teams, Email and WhatsApp.
7. **Unstructured Data Automation:** The AI agents to understand and process unstructured

data - text based document formats like PDF, Microsoft Word, Power Point, and Excel and also images, videos and voice data.

8. **Data Integration & App Connectors:** The platform to offers connections to various enterprise applications with ability to connect to any enterprise application/structured data source for bringing contextual insights to business users and customers/citizens.
9. **Latest Large Language Models:** Platform offers best-in-class multi model Retrieval Augmented Generation (RAG) and fine-tuning capability with integrations to latest large and small language models – both open and cloud based – ranging from Open AI GPT series, Llama 3 series, Claude 3 Series, Mixtral Series, Gemma Series and Phi Series. The multi model and multilingual capabilities are enhanced with scalable vector database options.
10. **Responsible AI:** Platform to built-in guardrails, observability, auditing, alignment features with enterprise grade role-based access controls for storing, processing and retrieving knowledge in a safe and secure manner

Objectives of Citizen Service Digital Adoption	Expected Outcomes
To provide a seamless and intuitive user experience for citizens accessing various government portals	Increased user satisfaction and engagement with government services
To enable voice and chat-based AI walkthroughs that guide citizens through the steps and procedures of each service	Reduced errors, queries, and complaints from users; improved compliance and completion rates of service requests
To improve the accessibility and inclusivity of government services for people with disabilities, low literacy, or language barriers using AI chat and voice assistants that can adapt to diverse user profiles and preferences	Enhanced user equity and empowerment
To increase the reach and impact of government services by reaching out to potential and existing users through proactive and contextualized AI chat and voice interactions that can provide relevant information and guidance	Expanded user base and awareness to rural villages and tier 2 and 3 cities
To offer multilingual and conversational AI support that can answer common questions and provide personalized assistance to users	Enhanced accessibility and inclusivity of government services for diverse and underserved segments of the population
To optimize the efficiency and effectiveness of government services by leveraging AI chat and voice interface to collect user feedback and data that can inform service design and improvement	Improved service quality and performance
To enable voice and chat-based AI walkthroughs that guide citizens through the steps and procedures of each service	Reduced errors, queries, and complaints from users; improved compliance and completion rates of service requests

To reduce the cost and complexity of government services by integrating with existing systems and platforms and scale up or down according to user demand	Reduced service maintenance and operation expenses
To support the digital transformation and modernization of government services by using AI coach that can enable new service delivery models and capabilities	Increased service innovation and differentiation
To leverage generative AI technology that can adapt to changing user needs and preferences and provide relevant and timely information and feedback	Optimized user retention and loyalty; increased trust and confidence in government services
To promote the social and environmental responsibility of government services by using AI coach that can educate users on relevant issues and encourage them to take positive actions	Increased user engagement and contribution

## 2. Eligibility Criteria for Bidder;

Sr. No.	Particulars	Documents to be submitted	Compliance (Yes/No)
1	<p>The Bidder should be an established Information Technology company registered under the Companies Act, 1956/2013 or LLP firm/ Partnership firm under Partnership Act 1932 and in operation for at least 5 years as on 31.03.2024 and should have their registered offices in India.</p> <p>The company must be registered with appropriate authorities for all applicable statutory duties/taxes</p>	<p>Valid documentary proof of:</p> <ol style="list-style-type: none"> <li>1. Certificate of incorporation with certificate consequent to change of name, if applicable</li> <li>2. Copy of Memorandum of Association</li> <li>3. GST Registration certificate</li> <li>4. PAN Details</li> <li>5. Income Tax returns for the last three financial years</li> </ol>	
2	<p>The Bidder's average annual turnover should be at least (INR) 20 Cr. in last three years (F.Y 2020-2021, 2021-2022 and 2022-23)</p>	<p>Certified Copy of Audited Profit &amp; Loss account and Balance Sheet of the last three financial years, as on 31.03.2023.</p> <p>CA's/Company Secretary Certificate separately for the turnover from Setting up of Data Centre and Supply, Operation &amp; Maintenance of IT Equipment</p>	
3	<p>The bidder should have a Positive Net Worth continuously for the last three years as on March 31, 2023.</p>	<p>Certified Copy of Audited Profit &amp; Loss account and Balance Sheet of the last three financial years, CA's Certificate for Net Worth.</p>	
4	<p>The bidder, as on the date of bid submission is not under blacklisting period /active debarred list by any of the Central or state Government Organization /Public Sector Undertaking /Autonomous Body etc. The Bidder should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice on the date of submission of the bid.</p>	<p>Self-certification duly signed by authorized signatory on company letter head.</p>	
5	<p>The Bidder should have a minimum of 100 resources on its payroll including at least 10 Data Analytics resources.</p>	<p>Self-Declaration with Auditors Certificate by the bidder/Certificate from registered CA</p>	
6	<p>The bidder should have a project/local office in Mumbai, Maharashtra</p>	<p>An undertaking in this regard must be provided by the bidder on its company letter head (having address and contact person details of project/local office) duly signed and stamped by the authorized signatory.</p>	
7	<p>The bidder should have experience of implementing minimum five (5) Data Analytics Projects in India with PSBs/</p>	<p>Copies of Work order/PO and Completion/Sign off to be submitted.</p>	

	PSUs /Government in past five (5) years out of which one total project value should be of more than 10 cr.	PO/SOW to be shared to substantiate analytics-based implementation work.	
8	The proposed AI based solution should have been successfully implemented by the OEM or its partner and should be in operations with at least one government entity in India.	Copies of Letter from the Government entity or Work order/PO or Completion letter to be submitted.	
9	<b>Certifications-</b> The Bidder must have at the following certifications: a) ISO 9001:2015- QUALITY MANAGEMENT SYSTEM b) CMMI Level 3 or above c) CERTIN Certified	Copy of certification from authorized party needs to be submitted	
11	The Bidder should produce an agreement/contract with the solution partner/OEM for the proposed solution	Copy of Letter/Partner agreement.	

**Note -** The Bidder must comply to all the above criteria in order to qualify for the bid.

### 3. Selection process under Swiss Challenge:

- i. Interested bidders should submit their bid with all documents mentioned in Eligibility criteria defined in para no. 10 of the RFP along with filled annexures I to VI in prescribed format.
- ii. DIT reserve the right to reject any incomplete bid documents, without attributing any reason.
- iii. The bidders compliant to the Eligibility criteria, shall be considered declared as technically qualified bidders. Commercial bids of only technically qualified bidders shall be opened.
- iv. In case discovered bid price is less than the original proponent quoted price, the original proponent of the project shall be asked to match the price of L1 bidder.
- v. If the original proponent matches the price of valid L1 bidder within 7 days the work will be allotted to the original proponent.
- vi. If original proponent fails to match the price of L1 bidder, the work order will be awarded to L1 bidder after completion of necessary administrative procedure.
- vii. Selected agency shall have to carry out Proof of Concept (POC) for the given solution after issuing of Work Order. After successful demonstration of POC, SLA shall be finalized in concurrence with selected agency.
- viii. Payment shall be made after successful implementation, milestone based payment shall be released.



#### **4. General Terms and Conditions:**

- i. Successful bidder shall sign Non-Disclosure Agreement (NDA) (Annexure B) with Government of Maharashtra.
- ii. Force Majeure: For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity, and earthquakes.
- iii. Successful bidder shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.
- iv. If a Force Majeure situation arises, Successful bidder shall promptly notify to DIT in writing of such conditions and the cause thereof. Unless otherwise directed by DIT in writing, the Successful bidder shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

#### **A. Disputes and Arbitration:**

In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by DIT. The award of the arbitrator shall be final and binding on both the parties. The Mumbai courts shall have jurisdiction for any disputes and the venue for arbitration shall be Mumbai.

#### **B. Consortium:**

No consortium will be allowed. The bidder shall hold the full responsibility of the contract.

#### **D. Subcontracts:**

The Bidder shall not subcontract the awarded contract or part thereof.

#### **E. Confidentiality:**

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information without consent on DIT.

#### **Confidential Information, Security and Data:**

The successful bidder will promptly on the commencement of the exit management period supply to DIT or its nominated agencies the following;

- i. Project related data and any confidential information which the Service Provider has become privy to during the period of this project by virtue of implementation of this project;
- ii. All current and updated data as is reasonably required for purposes of DIT transitioning the services to its replacement Service Provider in a readily available format nominated by DIT;

- iii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DIT to carry out due diligence in order to transition the provision of the services to DIT.
- iv. Transfer of certain agreements.

**F. Jurisdiction:**

All legal disputes are subject to the jurisdiction of Civil Courts Mumbai only.

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**ANNEXURE-I**

**Performa of Compliance letter**

**(To be submitted on bidder letterhead duly signed by Authorized signatory)**

Date:

**To  
Director,  
Directorate of Information Technology,  
Mantralaya, Maharashtra.**

Sub: Compliance with the RFP terms and conditions, specifications and Eligibility Criteria. Ref: RFP

Dear Sir,

With reference to above referred RFP, I, undersigned<<Name of Signatory >>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

I/We the undersigned, hereby submit our proposal along with the necessary documents. The information/documents furnished along with the above application are true and authentic to the best of my/our knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I/We have thoroughly & carefully read, studied and understood the RFP documents (if any) including the prequalification, evaluation criteria etc. referred there in and the same are acceptable to our company.

We hereby confirm that all our items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the RFP document, moreover the items RFP are not end of life items.

We also explicitly understand that items meet technical specification of the RFP & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

I/We also state that our company is not black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender

Further, I/we agree to abide by all the terms and conditions as mentioned in the RFP document without any condition(s). We have also noted that DIT reserves the right to consider/ reject without assigning any reason thereof.

In case of breach of any terms and conditions or deviation from RFP specification other than already specified as mentioned above, the decision of DIT for disqualification will be accepted by us.

Thanking you,

For  
<<Name of the agency>>  
<<Authorized Signatory>>  
<<Stamp of the bidder

## **ANNEXURE-II**

### **Bidder's Particulars**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

<b>SR. NO.</b>	<b>PARTICULARS</b>	<b>DESCRIPTION OR DETAILS</b>
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Company Type (Startup/general)	
4.	Email Address	
5.	Website	
6.	Brief description of the bidder including details of its main line of business	
7.	Address of Headquarters	
8.	Registered office address	
9.	Incorporation date and number	
10.	Date of Commencement of Business	
11.	GST number	
12.	PAN details	
13.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
14.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
Note * Attach all Mandatory Supporting Documents.		

Date:

Place:

Signature of the authorized person from bidder

## ANEXURE III

### Price bid format

Sr. No.	Project Element	Cost (INR)	Total amount (INR)
1.	Product subscription, development, deployment,		
2	Maintenance, and support of the AI Agent for 5 years		
3.	Applicable GST		
	Total cost of the project		

#### **Additional condition:**

1. Hosting services shall be provided by Directorate of IT in its Data Center as per the specifications required. Server with H100 80GB GPU Memory, 115GB RAM, 1500 GB SSD Disk space or equivalent would be provided by Directorate of IT.

#### **ANNEXURE IV**

##### **Project Implementation timelines**

<b>Sr. No</b>	<b>Particulars</b>	<b>Time Estimate T0 : Work Order Date</b>
<b>1.</b>	Requirement Analysis	Three months from the date of issuing of Work Order
<b>2.</b>	Manpower deployment and development	
<b>3.</b>	Development and testing	
<b>4.</b>	Audit and training	
<b>5.</b>	Implementation and	
<b>5.</b>	Go-alive	5 years from the date of Go- live
<b>6.</b>	Operation and Maintenance	

**ANNEXURE V**

**Statement of Blacklisting & Debarment**

<< Undertaking on Letterhead >>

**AFFIDAVIT**

Date:

To

Director,  
Directorate, Information technology, Madam Cama  
Road, Hutatma Rajguru Chowk, Seventh Floor,  
Mantralaya Main Building, Mumbai – 400032.

Ref: RFP Ref No: \_\_\_\_\_

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is not blacklisted in the last 1 year in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We confirm that we don't have any ongoing litigation/cases/arbitration which will have any impact on our ability to provide services under the proposed tender.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

(Signature of the Bidder)

Printed Name Designation:

Seal:

Date:

Place:

## **ANNEXURE VI**

### **Format for Power of Attorney**

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

Know all men by these presents, I/ We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid documents for \_\_\_\_\_ ("Assignment Name") proposed or being developed by the (the "Authority") including but not limited to signing and submission of all bid documents, Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND I/ we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

We also declare that we are not blacklisted by any State or Union Government Department or its undertaking.

We hereby declare that there is not any criminal offence registered against any of bidder member in any court of law.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF

\_\_\_\_\_ For \_\_\_\_\_ (Signature, name, designation and address) Witnesses:

1.

2.

Accepted \_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)



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

Wherever needed, the Bidder shall produce an extract of the charter papers as well as documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For an overseas Power of Attorney execution and issuance, the document must also be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. The Power of Attorney given by Bidders from countries that have signed The Hague Legislation Convention 1961 is not needed to be validated by the Indian Embassy if it has a valid certificate.

## ANNEXURE VII

### **NON-DISCLOSURE AGREEMENT**

This ("Agreement") is made and entered into \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year (effective date) by and between **Government of Maharashtra** and \_\_\_\_\_ (Agency / Individual). Whereas, Government of Maharashtra and bidder / Individual have entered into an Agreement ("Agreement") \_\_\_\_\_ Effective \_\_\_\_\_ for \_\_\_\_\_; and whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

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

**1. Definitions.** As used herein:

- 1.1 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 & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document knowhow, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes 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.
- 1.2 The term, "DIT Maharashtra" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

**2. Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, bidder affirms that it shall:

- 2.1 Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- 2.2 Not to make or retain copy of any commercial or marketing plans, 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;
- 2.3 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
- 2.4 Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
- 2.5 Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and bidder or the nature of services to be provided by the bidder to the Department.
3. **Onus.** Bidder shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- 4.1 Which is independently developed by bidder or lawfully received from another source free of restriction and without breach of this Agreement; or
- 4.2 After it has become generally available to the public without breach of this Agreement by bidder ; or
- 4.3 Which at the time of disclosure to bidder was known to such party free of restriction and evidenced by documentation in such party's possession; or which Department agrees in writing is free of such restrictions.
- 4.4 Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.
5. **Remedies.** Bidder acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by bidder would be a breach of this agreement and may cause immediate and irreparable harm to Government of Maharashtra (GoM); (b) bidder affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by GoM may be impossible to calculate and remedy fully. Therefore, bidder acknowledges that in the event of such a breach, GoM shall be entitled to specific performance by bidder of Agencies' obligations contained in this Agreement. In addition bidder shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Agency.
6. **Need to Know.** Agency shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement,

and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do 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 Agency in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Principle Secretary, Information Technology, and Maharashtra Government.
  - 10.1 The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
  - 10.2 The place of arbitration shall be Mumbai.
  - 10.3 The arbitrator's award shall be substantiated in writing and binding on the parties.
  - 10.4 The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall

be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

- 16. Survival.** Both parties agree that all of 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.
- 17. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Agency shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Agency and Department.

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