Request for Proposal

for

Selection of Agency for the implementation of AI-based Skill development Program

Under
Swiss Challenge Method.

RFP Ref Number: GAD-मातंसं 061/2/2024-3 O/O
Date: xx/07/2024

Issued By:

Director,

Directorate of Information Technology

7th Floor, Annex Building

Mantralaya, Mumbai - 400032

Tel: 022 22024177

E-mail: director.it@maharashtra.gov.in

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INSTRUCTIONS TO BIDDERS

1. Request for proposal (RFP):

The Goal of Government of Maharashtra wish to enhance the AI literacy and competency of the workforce in AI Skilled manpower.

Scope of Work:

AI Skilling to Build Large Pool of AI Developers across the State

i. To provide training courses on AI for the educators, students, and researchers in Maharashtra, through NVIDIA DLI Ambassador program and DLI Courseware (including training of 4,000 students in 12 months across undergraduate technical institutes across Maharashtra), as per the detailed Scope of Work provided in the Annexure-1 below.

ii. To provide NVIDIA certifications post successful completion of training to the participants.**:**

iii. AI Skill development program should be offered, targeting undergraduate students and faculty across Maharashtra. This program should impart skills across all domains of AI, including Data Science, Deep Learning, Machine Learning, and Generative AI. The initiative should be aligned with the government's broader strategy to bridge existing gaps in the AI ecosystem concerning compute infrastructure, data, AI financing, research and innovation, and skilling.

iv. The urgency for such a program is underscored by the challenges identified in developing an AI-ready workforce. These include a shortage of AI talent due to a skills gap, competition for skilled personnel, and resource limitations for training.

v.

vi. The AI Skill development program must be designed to overcome these challenges by incorporating strategic planning, investment in education and training, fostering a culture of adaptation, and proactive engagement with student fraternity.

vii.

viii. It should also align with the government's AI initiatives, which are geared towards creating a robust AI innovation ecosystem. Furthermore, the program should leverage Maharashtra's existing IT strengths and large STEM talent base, to create a workforce that is not only technically proficient but also adaptable to the evolving demands of AI.

PROGRAM STRUCTURE: Requirements and Detailed Scope

The NVIDIA based Deep Learning Institute (DLI) should provide a diverse array of educational resources, ranging from self-paced materials to interactive live training sessions, tailored to meet the learning requirements of developers, data scientists, and other professionals.

For IT experts, DLI should offer specialized knowledge in the creation and management of AI, data science, and high-performance computing (HPC) infrastructures within their organizations.

Leveraging cloud-based GPU-accelerated computing resources, DLI should enable learners to thoroughly understand the processes involved in training, optimizing, and deploying neural networks. This should be achieved using advanced deep learning tools, frameworks, and SDKs.

In addition to neural network-focused training, DLI courses should also impart valuable skills in the evaluation, parallelization, optimization, and implementation of GPU-accelerated computing

applications, ensuring that participants are well-equipped to handle the demands of today's technology-driven landscape.

INSTRUCTOR-LED WORKSHOPS

The NVIDIA based Deep Learning Institute (DLI) workshops should teach how to implement and deploy an end-to-end project. These in-depth classes should be taught by experts in their respective fields, delivering industry-leading technical knowledge to drive breakthrough results for individuals and organizations.

Workshops should be delivered remotely via a virtual classroom. In each DLI course, the students should be provided with fully configured, GPU-accelerated servers in the cloud to complete hands-on exercises included in the training.
The courses should incorporate the most widely used, industry-standard software, tools, and frameworks to help gain hands-on experience for the students on these tools.

Further the content should be designed by NVIDIA and industry experts to help the students gain real-world expertise. Respective DLI course should let students earn an NVIDIA Deep Learning Institute certificate to demonstrate subject matter competency and support professional career growth.

The instructor-led DLI workshops should be for around 8 hours in duration each (based on the course selected) and should be completed in a single sitting typically. Each course should guide the student through applying a specific technology, setting up a project, or administering solutions in a data center and go deeper into topic areas, teaching how to implement a project or solution from end to end. One should be able to create a learning path, develop competency and gain credentials in specific areas by taking up required DLI Courses progressively. This approach should enable to create a customized plan that addresses the students or overall course's specific training needs and the learning objectives and priorities.

The DLI course should be classified into three different groups as shown below in Table 1.

	Group A	Group B	Group C
Fundamentals Of Deep learning	Fundamentals of Accelerated Computing with CUDA C/C++ Fundamentals of Accelerated Computing with CUDA	Fundamentals of Accelerated Computing with OpenACC Enhancing Data Science Outcomes With	Accelerating CUDA C++ Applications with Multiple GPUs Scaling CUDA C++ Applications to Multiple
	Building AI-Based Cyber security Pipelines	Building Transformer-Based Natural Language Processing Applications	Model Parallelism: Building and Deploying Large Neural Networks
	Fundamentals of Deep Learning	Accelerating Data Engineering Pipelines	
	Building Intelligent Recommender Systems	Applications of AI for Predictive Maintenance	
	Building Conversational AI Applications	Data Parallelism: How to Train Deep Learning Models on Multiple GPU	
	Deep Learning for Intelligent Video		
	Computer Vision for Industrial Inspection		

	Bootstrapping Computer Vision Models with Synthetic Data		
	Applications of AI for Anomaly Detection		

The students should be able to pick the foundational DLI first, followed by DLIs of their choice from any of the other groups. The idea is that the students start with a foundation that will help them navigate the curriculum and starting with the foundation will enable them to learn the fundamental techniques and tools required to begin their AI learning journey.

Once the foundational DLI course is completed, they should be able to progress to any DLI from any group depending on their area of interest. Each DLI Course should be designed with a learning objective & each DLI should have a set of pre-requisites that the student should meet to make the most out of that respective DLI course. This modular system should facilitate step-by-step educational progression and should allow for a flexible learning pathway tailored to individual student needs and enhances the learning experience.

The Government of Maharashtra will Nominate a University **(LEADUNIV)** which will leverage this modular approach to meet a learning path/outcome as required for the student/s or course planned. Multiple DLIs can be stacked together to create a credit-based plan to meet the curriculum & required hours of training depending on the university guidelines for the required program.

After a student successfully completes all requirements of each DLI, the bidder should be able to provide NVIDIA completion certificate for that specific DLI. Students should be able to keep building on their AI skill sets by certifying across multiple DLIs. This approach should ensure a comprehensive understanding of the subject matter, as students build upon their knowledge incrementally, leading to a robust and versatile skill set in Artificial Intelligence (AI) and related domains.

CURRICULUM

The courseware and topics for the skill development program should be selected based on the following criteria:

Relevance: The topics covered in the curriculum should align with the current and future needs of the industry and the learners. The curriculum should aim to provide the essential skills and knowledge that are required to perform various tasks and solve problems using deep learning techniques.

Quality: The courses and workshops in the curriculum should be designed by experts and practitioners in the field of deep learning. The curriculum should follow the best practices and standards of pedagogy and assessment. The curriculum should also incorporate feedback and evaluation from the learners and the instructors to ensure continuous improvement.

Diversity: The curriculum should offer a range of topics and levels that cater to the different interests and backgrounds of the learners. The curriculum should allow the learners to choose from various focus areas and topics according to their preferences and goals. The curriculum should also expose the learners to different applications and domains of deep learning, such as computer vision, natural language processing, and generative models.

Scalability: The curriculum should be flexible and adaptable to the changing demands and expectations of the learners and the industry. The curriculum should be be easily updated and expanded with new

topics and content as the field of deep learning evolves. The curriculum should also leverage online platforms and tools that enable efficient and effective delivery and access to the learning materials and resources.

RESOURCES

Besides learning content and courseware other resources would also be required for running a successful skill development program, as they enable the program to run smoothly and allows learners to acquire the knowledge without operational hindrances.

Resources may include various types of materials, tools, equipment, facilities, and technology that support the learning process and enhance the learning outcomes. Without adequate supporting resources, the quality and effectiveness of the skill development program may suffer, and the learners may not be able to access the opportunities and benefits that the program offers.

One of the most important resources for a skill development program is the human resource, which comprises the instructors, mentors and other staff members who facilitate the learning process and provide guidance and feedback to the learners.

The instructors should have relevant expertise, experience, and qualifications in the field or domain of the skill development program, as well as pedagogical and communication skills to engage and motivate the learners.

Other than human resources the availability of the right tools and materials is also important. Some critical resources for successful execution of the skill development program are:

1. A team of qualified and experienced instructors
2. A robust and scalable platform that can support the delivery of courses, assignments, and projects.
3. Learning material support
4. A team of program managers to keep operational checks
5. A system of evaluation and certification that can measure the learning outcomes

Instructors: Role & Responsibilities of Instructor In the program:

1.   Delivering high-quality and relevant learning content and assessments that meet the program objectives & standards.
2. Providing timely and constructive feedback to the learners and supporting their learning progress and outcomes.
3. Collaborating with stakeholders to ensure alignment and coherence of the program curriculum and pedagogy.
4.   Participating in continuous professional development and evaluation activities and contribute to the Improvement of the program quality and impact.

The certification process should be as shown below:
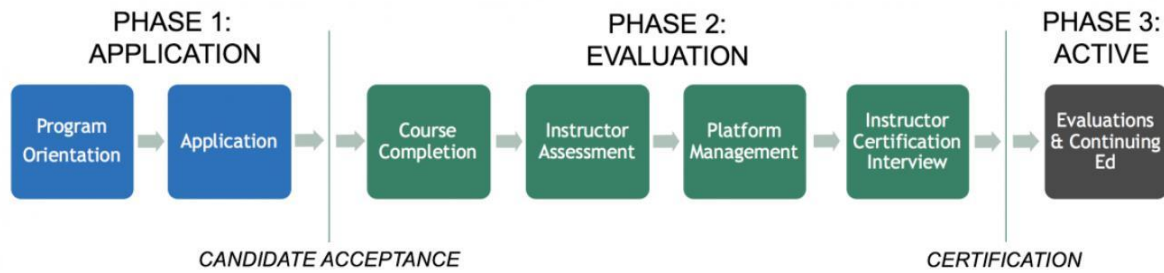
PROPOSAL STRUCTURE

The commercial proposal should be structured for training multiples of 4000 Students and LEADUNIV should be able to order for required multiples of per 4,000 student batch to meet the plan.

For each 4,000 students, the bidder should issue NVIDIA DLI Credits that can be used to train the students. The DLI Credits should be for defined number of DLI's in each group as below for a total of 7,750 credits. Each credit will be used for a DLI from respective Group.

Group	Credits to be issued for each 4000 Student Batch
Fundamentals Of Deep Learning	4000 Credits
Group A	2500 Credits
Group B	1000 Credits
Group C	250 Credits

IMPLEMENTATION PLAN

Training the Trainers: Getting LEADUNIV recommended faculty to certify as DLI Certified Instructor's

1. Once the commercial order is placed, the required DLI credits will be confirmed by the Bidder to the LEADUNIV for use against qualified DLI's.

2. To start the training, LEADUNIV will first identify all the faculty that will be part of the cohort that will undergo the DLI Instructor/ambassador certification process. There will be a faculty of 250 for every 4000 students.

3. As part of the certification process the faculty members will have to undergo each course individually for the respective DLI and then sit through the evaluation process which will test them on their knowledge of the subject and other skills. They will also have to undergo an interview which they will clear to be certified as a DLI instructor.

4. While not all faculty members who appear for the evaluation may qualify in the first instance, these faculty members will have to form part of the Teaching Assistant (TA) cohort. The TA should assist the Instructors during the DLIs and this will also form part of their continuous learning and preparation for the next certified instructor evaluation.

5. Only certified instructors should be eligible to teach DLI course to the students.

Program Management

Role & Responsibilities of a Program Manager

1. Planning and managing the program operations, timeline, scope, and risks.
2. Developing and maintaining the program quality standards.

3. Coordinating and communicating with the program partners, students and collaborators.
4. Monitoring and reporting on the program progress, performance, and impact.
5. Solving any issues or challenges that arise during the program execution.
6. Soliciting and incorporating feedback from the program participants and stakeholders.
7. Evaluating and improving the program effectiveness and sustainability.

MONITORING & EVALUATION

Monitoring the key performance indicators (KPIs) will be an important factor to measure the success of the program. The program should establish mechanisms for ongoing monitoring and evaluation:

a) Conducting pre- and post-assessments of the students' skills, knowledge, and attitudes related to the program objectives. These assessments can be quantitative (e.g., tests, surveys, quizzes) or qualitative (e.g., interviews, focus groups, observations).

b) Collecting feedback from the students, instructors, employers, and other stakeholders on the quality, relevance, and effectiveness of the program. This feedback can be solicited through various methods, such as online forms, phone calls, emails, or meetings.

4. Eligibility Criteria for Bidder;

Sr. No.	Particulars	Documents to be submitted	Compliance (Yes/No)
1	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. The company must be registered with appropriate authorities for all applicable statutory duties/taxes	Valid documentary proof of: 1. Certificate of incorporation with certificate consequent to change of name, if applicable 2. Copy of Memorandum of Association 3. GST Registration certificate 4. PAN Details 5. Income Tax returns for the last three financial years	
2	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)	Certified Copy of Audited Profit & Loss account and Balance Sheet of the last three financial years, as on 31.03.2023. CA's/Company Secretary Certificate separately for the turnover from Setting up of Data Centre and Supply, Operation & Maintenance of IT Equipment	
3	The bidder should have a Positive Net Worth continuously for the last three years as on March 31, 2023.	Certified Copy of Audited Profit & Loss account and Balance Sheet of the last three financial years, CA's Certificate for Net Worth.	

4	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.	Self-certification duly signed by authorized signatory on company letter head.	
5	The Bidder should have a minimum of 100 resources on its payroll including at least 10 Data Analytics resources.	Self-Declaration with Auditors Certificate by the bidder/Certificate from registered CA	
6	The bidder should have a project/local office in Mumbai, Maharashtra	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.	
7	The bidder should be a registered NVIDIA Partner in India.	Partnership agreement with NVIDIA	
8	The bidder must submit an 'Authorization Letter' from NVIDIA authorizing the bidder to offer NVIDIA DLI Ambassador program.	Authorization Letter from NVIDIA	
	The course completion certificate for each of the candidates must be from NVIDIA only, and not from the bidder or other entity.	Confirmation/Consent	
	The bidder should have experience of implementing minimum one (1) AI or Data Warehouse/Data Lake projects in PSBs/Government/ PSUs in India in the last five (5) years from the date of submission of bid.	Copies of Work order/PO and Completion/Sign off to be submitted.	
9	Certifications- The Bidder must have at the following certifications: a) ISO 9001:2015- QUALITY MANAGEMENT SYSTEM b) CMMI Level 3 or above c) CERTIN Certified d) ISO/IEC 20000-1:2018- INFORMATION TECHNOLOGY - SERVICE MANAGEMENT	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.

5. 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 successful demonstration of POC, SLA shall be finalized in concurrence with selected agency and Work Order shall be issued.

6. **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.

<center>**ANNEXURE-I**</center>

<center>**Performa of Compliance letter**</center>

<center>**(To be submitted on bidder letterhead duly signed by Authorized signatory)**</center>

<div align="right">Date:</div>

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.

SR. NO.	PARTICULARS	DESCRIPTION OR DETAILS
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

ANNEXURE III

Price bid format

Sl. No.	Course Title	#Seats (MOQ)	Price Per Unit in INR (Inclusive of GST)	Sub-Total Price in INR (Inclusive of GST)
1	Foundational	4,000		
1.1	Fundamentals of Deep learning			
2	Group A	2,500		
2.1	Fundamentals of Accelerated Computing with CUDA C/C++			
2.2	Fundamentals of Accelerated Computing with CUDA Python			
2.3	Building AI-Based Cyber security Pipelines			
2.4	Fundamentals of Deep Learning			
2.5	Building Intelligent Recommender Systems			
2.6	Building Conversational AI Applications			
2.7	Deep Learning for Intelligent Video Analytics			
2.8	Computer Vision for Industrial Inspection			
2.9	Bootstrapping Computer Vision Models with Synthetic Data			
2.10	Applications of AI for Anomaly Detection			
3	Group B	1,000		
3.1	Fundamentals of Accelerated Computing with Open ACC			
3.2	Enhancing Data Science Outcomes With Efficient Workflows			
3.3	Building Transformer-Based Natural Language Processing Applications			
3.4	Accelerating Data Engineering Pipelines			
3.5	Applications of AI for Predictive Maintenance			
3.6	Data Parallelism: How to Train Deep Learning Models on Multiple GPU			
4	Group C	250		
4.1	Accelerating CUDA C++ Applications with Multiple GPUs			
4.2	Scaling CUDA C++ Applications to Multiple Nodes			
4.3	Model Parallelism: Building and Deploying Large Neural Networks			
5	Project Management and Support services			
	Total	7,750		
			TOTAL INR	

ANNEXURE IV

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 V

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 Apostille 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.