

Request for Empanelment (RFE) of Software Solution Providers with SETU, Maharashtra

15th October 2012

1. INVITATION FOR EMPANELMENT:

1.1 With abundant pool of IT talent, connectivity and wide infrastructure, Maharashtra has emerged as a leader in utilizing its IT skills. According to e-Readiness Assessment Report, 2008, Maharashtra falls in the "**Leader**" category. Government of Maharashtra is committed to provide citizen services online or in their locality, in faster & transparent manner, at reasonable cost. Departments are developing various e-Governance applications to provide citizen services online. To ensure seamless integration and standardization of these e-Governance applications, comprehensive e-Governance Policy is published by GoM on 23rd September, 2011. Policy puts in place a framework for development and implementation of e-Governance systems and applications in the state.

1.2 To ensure smooth implementation of eGovernance initiatives SETU Maharashtra, had empaneled various software solution provider companies time to time, to provide services to various departments of GoM.

1.3 Recently to promote Marathi language in all eGovernance Applications, state Government has also made an MoU with CDAC, Pune for development of Center of Excellence for Marathi Language.

1.4 SETU Maharashtra, a society formed by Government of Maharashtra (hereinafter referred to as GoM) vide G. R. dated 23rd August 2002 invites Software Solution Providers to Register and empanel with SETU Maharashtra. SETU will receive registration application, complete the prequalification check of bidder and maintain the list of qualified software solution provider companies to provide services to GoM.

1.5 The registrations and empanelment will be an ongoing process throughout the year. It will be would commence from date of signing the contract by both the parties and will end on 30th September of year. Validity of empanelment may be extended for a further period of one year depending upon the requirement and administrative convenience of SETU Maharashtra. SETU Maharashtra, however, reserves right to terminate registration any time without giving any notice to the empaneled agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or without giving any reason.

1.6 Irrespective of the initial/extended period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources would ensure the resources availability until completion of the work in hand which will under no circumstances extend to more than 3 months after the finishing of the empanelment with SETU Maharashtra.

2. INSTRUCTIONS TO BIDDERS:

2.1 Govt. of Maharashtra has envisaged e-Governance implementation in various departments in the State Govt. To ensure a standardized process in software development and compliance to various policies and guidelines for e-Governance, SETU, Maharashtra intends to register and empanel software services organizations valid till last 30th September of each year, irrespective of the date of registration. It will be extendable for another one year at the discretion of Govt. of Maharashtra.

2.2 The selection for empanelment of software solution provider will be three stage processes as described below.

2.2.1 Registration Process.

- a) Interested companies can submit their application online at <http://empanel.maharashtra.gov.in> and make a non-refundable payment towards registration fee. Non Refundable Registration fee is Rupees 5,000/- (Rupees Five Thousand Only) for companies from Group I & II, and Rupees 10,000 (Rupees Ten Thousands Only) for Group III & IV. All necessary supporting documents should be uploaded along with the application form.
- b) The registration form should be complete in all respects. The details provided by the agency in the Registration Form, should be complete, valid current and active
- c) Incomplete, incorrect and Registration Form with false information will be rejected without giving any reason
- d) After registration process, SETU will scrutinize all applications received and shortlist the agencies based on prequalification criteria defined under clause 2.5
- e) List of shortlisted agencies will be communicated by e mail provided on their Registration Form, and will also be published on <http://maharashtra.gov.in/> website.

2.2.2 Training on "eGovernance Standard and Localization"

- a) To ensure that empanelled agency strictly follow the eGovernance Policy, standards issued by Government of Maharashtra and various guidelines issued by Government of India for development of eGovernance website/applications, DIT in association with CDAC Pune has developed 3 days Certification Trainings program on "eGovernance Standard and Localization" for developers. This 3 days training will be provided by CDAC Pune at their Pune office, in Mumbai at M/s Mahaonline Office. Later on, SETU will try to setup training facilities at Nagpur and Aurangabad.
- b) SETU Maharashtra will bear the cost of training to resources nominated

by shortlisted agencies for first attempt. The cost of lodging and boarding, transportation has to be borne by the companies/individuals.

- c) During registration process each company has to nominate (Group I & II = 2 Nos and Group III & IV = 5 Nos) resources for this certification Training along with their bio data. SETU will verify original documents of nominated resources before sending them for training.
- d) Subsequently cost of providing training & certification to more number of resources has to be borne by company. Presently SETU Society will charge nominal fee of Rs. 2500/- per participant per training, which can be revised from time to time.
- e) If resource nominated by companies do not certify in his/her first attempt, he/she will be allowed to appear for the second attempt, but training and other charges will be borne by companies/individuals.
- f) Only certified resources are allowed to work on any eGovernance project of Government of Maharashtra.

2.2.3 Empanelment of companies

- a) Only those companies, whose resources can clear this certification, will be considered for empanelment.
- b) After results of certification program, SETU, Maharashtra will publish/update the list of eligible software solution provider for empanelment official website of GoM <http://maharashtra.gov.in/>. This list will be dynamic list as registration process is continuously on.

2.3 Considering the different nature, type and complexity of projects, the registration and empanelment shall be in following four categories based on their annual sales turnover.

Company Group	Sales Turnover *
Group I	> Rs. 25 lakhs per annum but <= Rs. 2 Cr per annum
Group II	> Rs. 2 Cr per annum but <=Rs. 10 Cr per annum
Group III	> Rs. 10 Cr per annum but <=Rs. 100 Cr per annum
Group IV	> Rs. 100 Cr per annum and above

* Sales Turnover from software development activity in India will only be considered for empanelment. In case of COTS product customization, sales turnover of portion related to only customization activity will be considered.

2.4 Followings are the types of Jobs for which empanelment is sought by SETU Maharashtra. Single agency can register for multiple type of jobs while registration.

No.	Type of Jobs for which Empanelment is sought
1.	General Software Development (website, application etc.)
2.	Specialization in open source technologies
3.	GIS Application Development
4.	Mobile Application Development
5.	Software Application Testing
6.	Website testing for WCAG , GIGW, W3C localization Standard compliance; Functionality and Load Testing
7.	Business Intelligence (BI), Data Warehouse and Data Mining
8.	Technical Document / Content Writer
9.	Training on MS Office, ISM, LibreOffice, software applications developed for State Government
10.	Social Media
11.	Local Citizen related Data Collection/Collation and Citizen Service Desk/Kiosk Management

2.5 Prequalification Criteria for Software Solution Provider Companies:

- i) SETU Maharashtra will take help of Project Implementation Committee (PIC) of DIT, GoM, to carry out entire evaluation process to short list for next stage.
- ii) Bidders are expected to meet the following prequalification criteria. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents / documentary evidence is liable to be rejected and will not be considered for empanelment

No.	Pre-qualification Criteria	Supporting Document to be furnished
1.	<p>The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the</p> <ul style="list-style-type: none"> Two years as on date of submitting its application in case of Group I & Group II Five years as on date of submitting its application in case of Group III & Group IV 	Certificate of Incorporation/Registration
2.	The bidder should be operating in the field of software development and providing software solutions.	Attested copy of the Memorandum and Articles of Association Byelaws/Partnership Deed.

3.	The bidder should have an average annual turnover as mentioned in Para 2.3 <ul style="list-style-type: none"> From previous two financial years (2010-11 and 2011-2012) in case of Group I & Group II From previous Three financial years (2009-10; 2010-11 and 2011-2012) in case of Group III & Group IV 	Audited Annual Financial Statements and Annual Report and Certified statement from the current Statutory Auditors of the bidder.
4.	The bidder should have an annual turnover as mentioned in Table 1 from software development engagement in each of the previous three financial years	Audited Annual Financial Statements and Annual Report and Certified statement from the current Statutory Auditors of the bidder.
5.	The bidder should have completed at least 3 assignments of similar nature involving software development in a large Enterprise/ Government environment with a value as mentioned in Table 1.	Certificate from the current authorized signatory of the company
6	The bidder should have completed its certification as mentioned in Table 1, as on date of application.	Certificate from Certifying/Auditing agency or Certificate from the current authorized signatory of the company
5.	The bidder should manpower on its own payroll as mentioned in Table 1 below.	Certificate from the current authorized signatory of the company
6.	The bidder should not currently have been blacklisted by any Government Agency or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.	Certificate from the current authorized signatory of the company
7.	The bidder should be an individual organization. Consortium shall not be allowed	Certificate from the current authorized signatory of the company
8.	The bidder should have made payment online payment towards the non-refundable Registration Fee <ul style="list-style-type: none"> For Group I & II - Rs. 5000/- For Group III & IV - Rs. 10000/- 	Transaction Slip of Online Payment

Table 1: Table depicting Group wise requirements for Prequalification Criteria

Company Group	Turnover from S/w Development	Assignment Value*	Certification	Manpower
Group I	Annual Turnover of at least Rs. 10 Lakhs from software development engagement in each of the previous three financial years	Must have completed 3 assignments of software development in a large Enterprise/ Government environment with a value	NA	Bidder should have min 3 Full Time Application development professionals on their own payroll as on date of submission

	(2009-10, 2010-11 and 2011-12)	of Rs. 1 Lakhs each, in previous three years of date of registration		
Group II	Annual Turnover of at least Rs. 1 Cr from software development engagement in each of the previous three financial years (2009-10, 2010-11 and 2011-12)	Must have completed 3 assignments of software development in a large Enterprise/ Government environment with a value of Rs. 5 Lakhs each, in previous three years of date of registration	NA	Bidder should have min 3 Full Time Application development professionals on their own payroll as on date of submission
Group III	Annual Turnover of at least Rs. 5 cr from software development engagement in each of the previous three financial years (2009-10, 2010-11 and 2011-12)	Must have completed 3 assignments of software development in a large Enterprise/ Government environment with a value of Rs. 10 Lakhs each, in previous three years of date of registration	ISO 9000 Certified Company	Bidder should have min 25 Full Time Application development professional on their own payroll as on date of submission
Group IV	Annual Turnover of at least Rs. 50 cr from software development engagement in each of the previous three financial years (2009-10, 2010-11 and 2011-12)	Must have completed 3 assignments of software development in a large Enterprise/ Government environment with a value of Rs. 50 Lakhs each, in previous three years of date of registration	ISO 9000 or CMMi Level 3 Certified Company	Bidder should have min 100 Full Time Application development professional on their own payroll as on date of submission

*The portion of project value coming from support and maintenance services should not be considered. Similarly in case of COTS product customization, turnover of portion related to COTS customization will only be considered

2.6 Eligibility of Software solution provider companies for Tender Value : Empanelled agencies would be allowed to participate in bidding as per followings

Company Group	Individual tender value in Rs.	Max value of Work Order across State in Rs.
Group I	Rs. 50 Thousands to Rs. 10 Lakhs*	Will be restricted to the value of average Sales Turnover of past two years (2010-11 & 11-12). The project will be treated as "completed" only if 1) UAT / FAT is completed 2) handover of application to the department is being done and 3) Source code of the project along with detailed documentation is being transferred to DIT for State Software Repository
Group II	Rs. 50 Thusads to Rs. 25 Lakhs*	
Group III	Rs. 10 Lakhs to Rs. 2 Cr.*	
Group IV	Rs. 25 Lakhs to Rs. 5 Cr.*	

* To ensure wider participation and to avoid dependencies on few number of agencies, overlap of tender value is kept intentionally and agencies across groups can be eligible for a tender if its value lies in more than one group

2.7 To enable local small firms and entrepreneurs to participate in eGovernance software development projects, this empanelment should be for software development projects above Rs. 50,000 and hence for projects of Tender value less than Rs. 50,000/- quotations as per Rules may be called from by the departments after clearly specifying scope of work and eligibility criteria and awarded as per L1 quote. The ownership of the source code will vest with Government (DIT). However, such a system will not be allowed to be misused by quoting same software to other districts or departments, as DIT can easily give it free of cost over Cloud at SDC to other departments

2.8 All applications received for empanelment shall be processed once in 45 days or on 15th of each month.

2.9 Total time duration for Registration, Training & Certification and final empanelment may vary from 45 days to 60 days, which may vary depending upon the number of application and other factors.

3. PROCESS FOR SELECTION OF COMPANY BY DEPARTMENT FOR PROJECT

3.1 SETU is responsible only for registration and empanelment of agencies under various categories. Responsibility of selection of company and to get the work done from selected company lies with the concern department.

3.2 Department will float separate detailed RFP for selection of software

solution provider firm from empanelled agencies. RFP will be floated on SETU Portal only.

3.3 The evaluation of the proposals shall be carried out in two stages: first the quality, and then the cost. The Commercial bids of all the bidders who qualify the Technical evaluation by attaining the minimum qualifying score of 70 shall only be opened

3.4 Department RFP will detailed about the evaluation criteria comprising of Technical Evaluation (e.g. Understanding the scope; presentation on detailed approach and methodology ; experience in similar projects etc.) and commercial evaluation. General guideline which department can follow for technical evaluation is as follows

Sr No	Evaluation Criteria	Score (in points)
1.	Overall experience <ul style="list-style-type: none">• Previous experience in software development - Department shall ask for three citations (in various price band) of software development assignments completed by bidder during the last three years out of which at least one engagement should be for the Central/State Governments of India. Proof of successful completion of engagements and remuneration pertaining to software development (Work Order/ Completion Certificate/ Client Certificate and citations) should be asked for.• Full Time IT Application development professional: Higher score shall be awarded to more number of professional	
2.	Approach and Methodology <ul style="list-style-type: none">• Understanding of Scope of Work -• Approach & Methodology - Department shall ask presentation to gauge the understanding scope by bidder and to evaluate methodology	
3.	Qualifications and competence of Key Professional staff / Project Team	

3.5 Department in its RFP will clearly mention about the selection criteria where it will mention that vendor will be selected based on L1.

3.6 Department will ensure that for any work of amount greater than or Rs. 10 Lakhs but less than Rs. 5 Cr approval from Project Implementation Committee (PIC) of department is obtained.

3.7 Department will ensure that for any work of amount more than Rs. 5 Cr approval from High Power Committee (HPC) is obtained as detailed in eGovernance Policy of GoM dated 23rd September, 2011.

3.8 This empanelment of software solution provider companies will be used only for tender value up to Rs. 5 Cr only. For tender value above Rs. 5 Cr, department should float a separate detailed RFP and call for bidders from open market after HPC approval.

4. TERMS AND CONDITIONS

4.1 Software Solution provider companies empanelled are allowed only for providing software solution and in no case they will be allowed for supply of hardware under any project.

4.2 This empanelment must be used by departments only for pure outsourcing of eGovernance Projects of Software Application Development and should not be used for any kind of PPP models like BOOT, BOO, BOOR etc

4.3 SI agencies empaneled under this should not be used for TurnKey Project where hardware procurement, and or bandwidth and /or field manpower support, is also required along with software development. For this purpose department must float separate RFP after approval of departmental Project Implementation Committee Committee headed by Secretary of the Department, and having Representation from DIT, Finance, NIC, Industry dept. etc.

4.4 This empanelment of companies is for software solution provider companies only and not for COTS and product company.

4.5 Selected company will receive Work Order through Online PO System developed by DIT. Work order issued through other manual system will not be valid for payment process.

4.6 At a given point of time total order value for any single agency will be restricted to the value of their average turnover of past two years (2010-11 & 11-12). The project will be treated as "completed" only 1) UAT / FAT is completed 2) handover to the department is being done and 3) Source code of the project along with detailed documentation and IPR is being transferred to DIT for State Software Repository.

4.7 In case of customization of existing software or COTS software, the source code and IPR will only be limited only to the customization done for State Government and will need to be handed over to DIT

4.8 Department must keep vigil on the selected agency that they do not outsource the work to the third party. Outsourcing of only 20% will be allowed for specified software activities (GIS, Mobile, Functionality and Load Testing, Localisation, W3C/WCAG compliance etc.) from third party agency.

4.9 Over a period of time, DIT will have its own State Software Repository of the successful projects and will ensure there is no duplication in efforts for software development

4.10 Department will take a Performance Bank Guarantee (PBG) of value 5% of total project work/job from the selected agency which shall be returned back after successful completion of contract.

4.11 Department will ensure that the proposed technical manpower is on payroll of the selected company at least since last 6 month, and all members of team are certified in eGovernance Standard and Localization course. Only "eGovernance

Standard and Localization" certified resources will be allowed to work on any eGovernance project of Government of Maharashtra

4.12 Department will clearly define the milestone for making payments to the agency.

4.13 Department has to ensure that website /software application gets security certification from STQC or DIT empanelled agencies.

4.14 Software developed by empanelled agencies MUST ensure compliance to Govt. of Maharashtra eGovernance Policy, NIC Web Guidelines, Data and Metadata standards for Govt. projects, Accessibility guidelines and all other relevant e-Governance standards and guidelines published by Govt. of India or Govt. of Maharashtra

4.15 After completion of work, source code shall be obtained from the agency by department. The ownership of the source code along with all relevant documentation, data and the IPR for the software developed shall vest solely with Govt. of Maharashtra

4.16 Representatives of empanelled software solution provider firms working on eGovernance Project of Government of Maharashtra must sign Non-Disclosure Agreement (NDA) (Annexure A) with project owner of concern department.

4.17 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. The empanelled firm/company 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.

If a Force Majeure situation arises the empanelled firm/company shall promptly notify to the concern department / SETU in writing of such conditions and the cause thereof. Unless otherwise directed by concern department / SETU in writing, the empanelled firm/company 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.

5. ANNEXURES:

ANNEXURE A:

NON-DISCLOSURE AGREEMENT

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

Whereas, Department and Company 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:

(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 & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, 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.

(b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

(c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

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 than 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 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;
 - (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 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.
 - (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 foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of 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 Company of Company's obligations contained in this Agreement. In addition Company 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 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 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 Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Secretary, Information Technology, Maharashtra Government.
 - (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 Mumbai.
 - (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - (d) The proceedings of arbitration shall be conducted in English language.
 - (e) 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 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 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.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company 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 Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

I. For Department,

For Company

Name:

Name :

Title:

Title :

WITNESSES:

1.

2.

XXXXXXXXXXXXXX